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	Joshua Lapin, Pro Se Plaintiff	
1	401 E 8th ST	•
2	STE 214 PMB 7452 Sioux Falls SD 57103	
3	Email: thehebrewhammerjosh@gmail.com	
4	Facsimile: (605) 305-3464	
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7	DISTRICT OF SO	
8	IN AND FOR S	IOUX FALLS
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10	Joshua Lapin	Case No.: 4:22-cv-4058
11	Plaintiff,	
12	vs.	COMPLAINT FOR DAMAGES
13	EverQuote Inc ("EverQuote")	1) VIOLATIONS OF SOUTH DAKOTA
14	"John Doe Sender" dba BuzzBarrelReview.com,) dzlosurverys.com, emails-jobsdelivered.com,)	RESTRICTIONS ON UNSOLICITED
15	Entirelybelieve.com, JobsDeliver.com, expectcarecare.com, JobSharkNL.com,	COMMERCIAL ELECTRONIC MAIL
16	NationalShopperSurvey.com, NationalSurveysOnline.com,	(108 counts)
17	exigentmediagroup.com,) enrichedtechnologies.com,)	(37-24-41 et seq)
18	ConsumerDigitalSurvey.com,	
19	drivingmarketinggroup.com, surveyandgetpaid.com,	
20	turnmyheadmediagroup.com,thebestcreditcheck.com, thefreetree.co, dlzoffers.com,	
21	nationaldigitalsurvey.com, dealzingo.com, rumorfox.com, PO Box 4668 #85919. New York,	NO JURY DEMAND
22	NY 10163-4668, PO Box 10188-85919 Newark, New Jersey	
23		
24	Defendant	
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	COMPL	AINT

Complaint

1. COMES NOW Plaintiff Joshua Lapin, pro per, complaining against Defendants EverQuote Inc and "John Doe Sender" for 108 separate counts of violations of SDCL 37-24-41 *et seq*, hereinafter ("SD Anti-Spam Law"), as follows:

PARTIES

- 2. Plaintiff Joshua Lapin, is and was at all times relevant herein, a citizen of the United States and a legal resident of Sioux Falls, South Dakota, under the states "RESIDENCY AFFIDAVIT FOR SOUTH DAKOTA RESIDENTS WHO TRAVEL AND DO NOT HAVE A RESIDENCE IN ANOTHER STATE" program, which was designed to provide residency for permanent, or perpetual, travelers. A full-time traveling "digital nomad", who moves from place to place, generally internationally, in 30 day cycles, without a permanent residence in or out of the United States, he qualified at all times material for residency under the laws of South Dakota and maintains a "Personal Mail Box" as required. He maintains a drivers license, voter registration, and Personal Mail Box (PMB) in Sioux Falls, South Dakota, and all three documents list the PMB as his legal address.
- 3. Defendant EverQuote Inc , as best known to Plaintiff, is and was at all times material a Cambridge Massachusetts based, Delaware-incorporated corporation. Per its website everquote.com, it is "The fast, free, and easy way to shop for insurance." It is in the business of generating [auto] insurance leads for [auto] insurance companies.
- 4. Defendant John Doe Sender, as of the time of the complaint, remains unidentified despite exhaustive efforts to reveal them. They do business under many ".com" domain names, and send "marketing emails" under those domain names including but not necessarily limited to

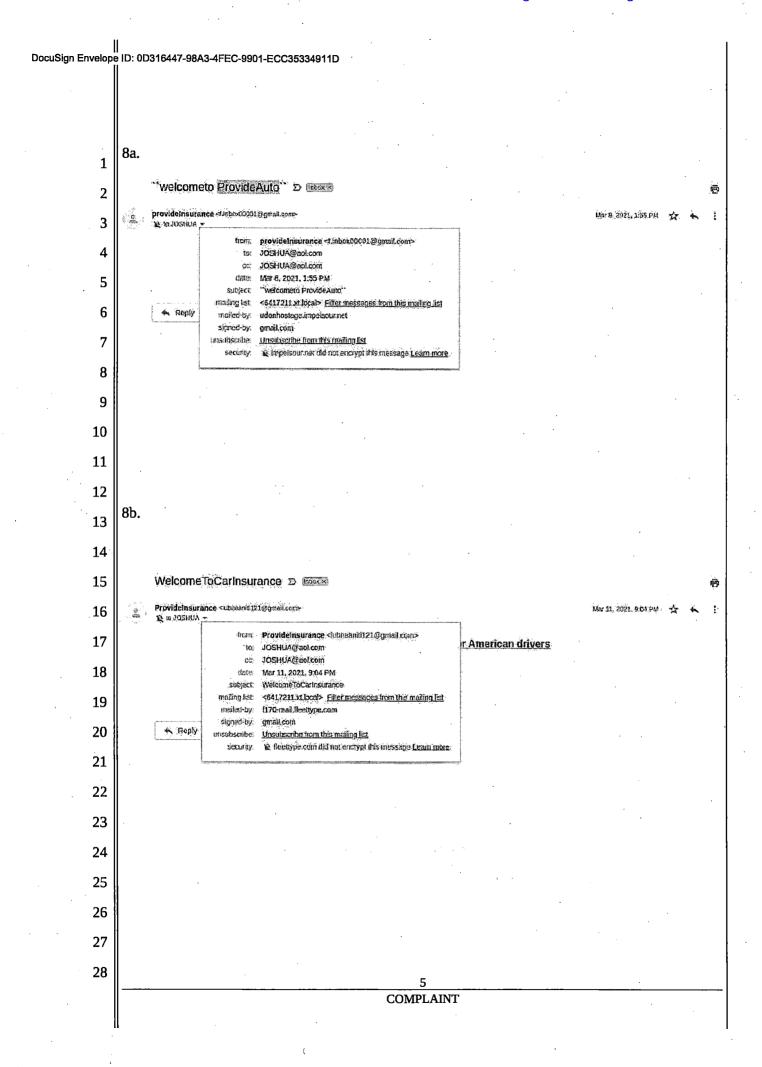
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turnmyheadmediagroup.com,thebestcreditcheck.com, thefreetree.co, dlzoffers.com,
nationaldigitalsurvey.com, dealzingo.com, and also utilize two PO Boxes: PO Box 4668 #85919.
New York, NY 10163-4668 AND PO Box 10188-85919 Newark, New Jersey. They are currently a
business entity of unknown organization.

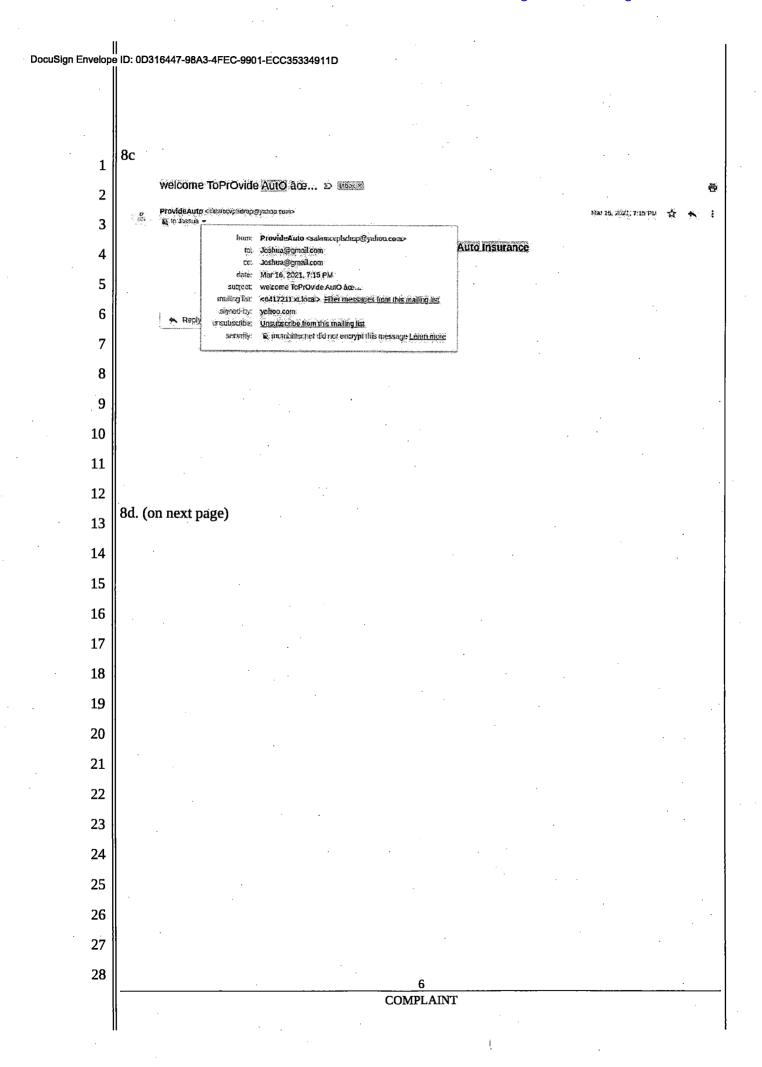
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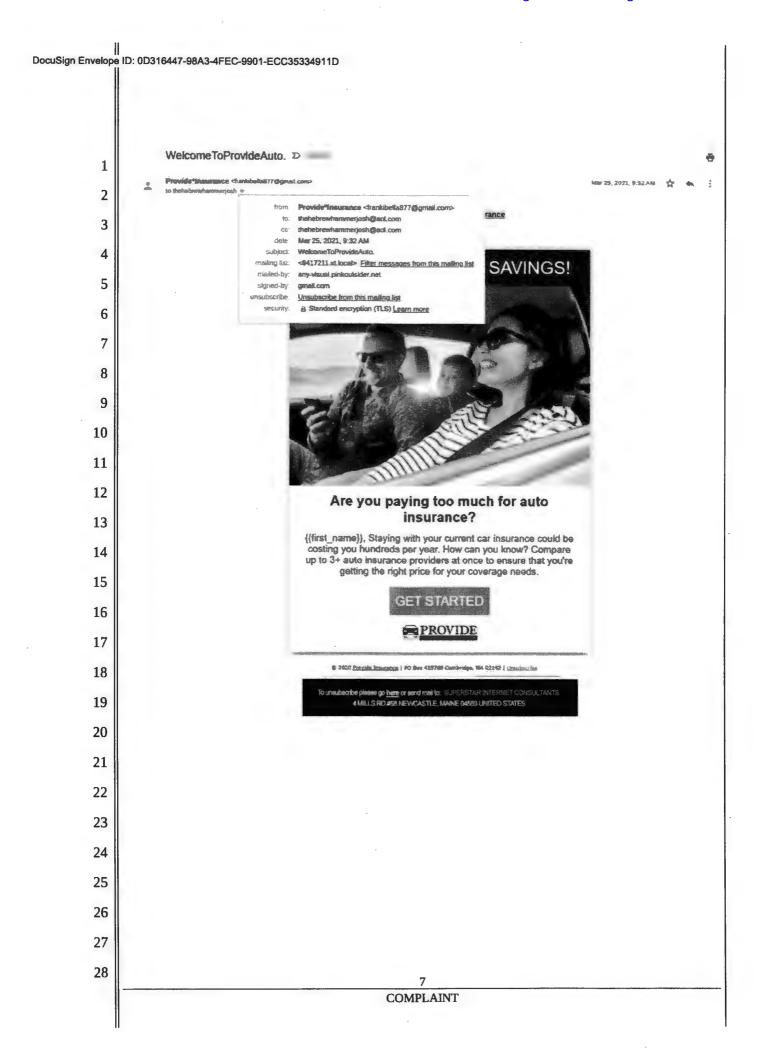
- 5. Plaintiff Joshua Lapin is informed and believes and alleges that he has received no less than 34 Unsolicited Commercial Emails ("UCE's") at his email address thehebrewhammerjosh@gmail.com, ("HammerUCE's") and additionally, no less than 74 UCE's at his email address ketosoup97@gmail.com, ("KetoSoupUCE's") collectively 108 UCE's. All UCE's contain one-or-more violations SD Anti-Spam Law, explained in greater detail later in the complaint.
- 6. Each of the UCE's purport to offer Auto Insurance Quotes to the recipient of the email, presumably in connection to their business model as described in Paragraph 3.
- 7. South Dakota [SD Code § 37-11-1] and Massachusetts [TitleXV, Chapter110, Section5] require dba/fictitious names for many purposes, but as best known to Plaintiff, EverQuote has not registered any of the following names which appear in the 'from' line of the UCE's: Provide Auto, [The] Protect Auto, Provide Insurance, Cheap Auto Insurance Savings, Cheap Auto Insurance. The court shall note that these are not purported in the 'subject lines' of the UCE's, rather in the 'from line', and therefore are an [in]accurate reflection of the source of the UCE's and/or the advertiser who benefits from the UCE, whose products are marketed within them.

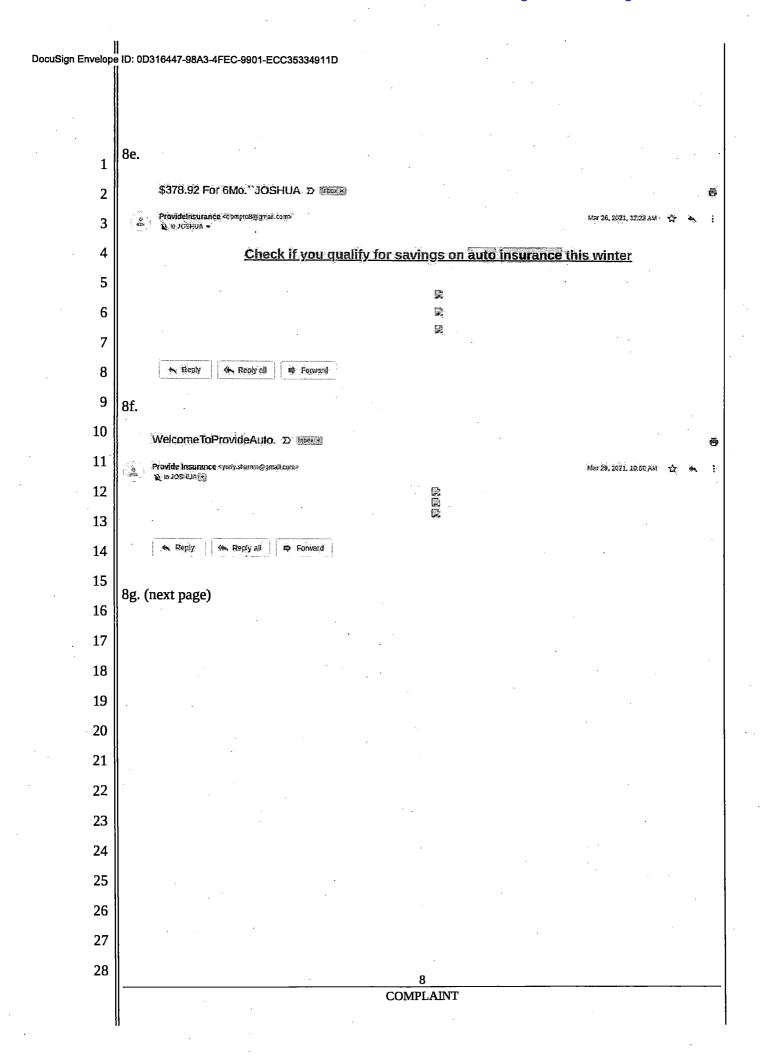
|| DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 8. Accurate depictions of the 'Hammer UCE's' [received at Plaintiff's email address thehebrewhammerjosh@gmail.com], appear as follows. Do note that some of the UCE's, which A: no longer appear as they originally did at the time they were sent and fully operational and B: were NOT captured/screenshotted by Plaintiff "in time", appear with blanks and other "missing" sections. Nonetheless, Plaintiff warrants under penalty of perjury under the laws of the states of South Dakota and Massachusetts, that he has brought them before this court in good-faith, plausibly alleging to the best of his knowledge that those emails, too, are UCE's associated with the defendant and are similar in nature to the UCE's which WERE photographed "In time": (continued next page)

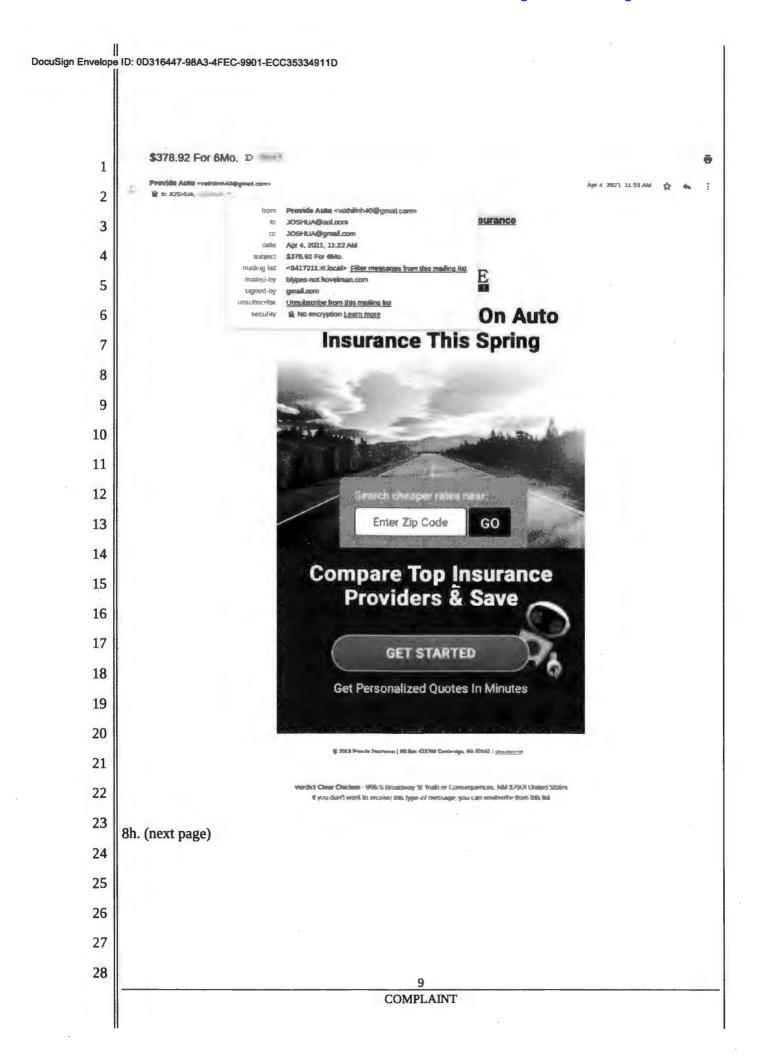
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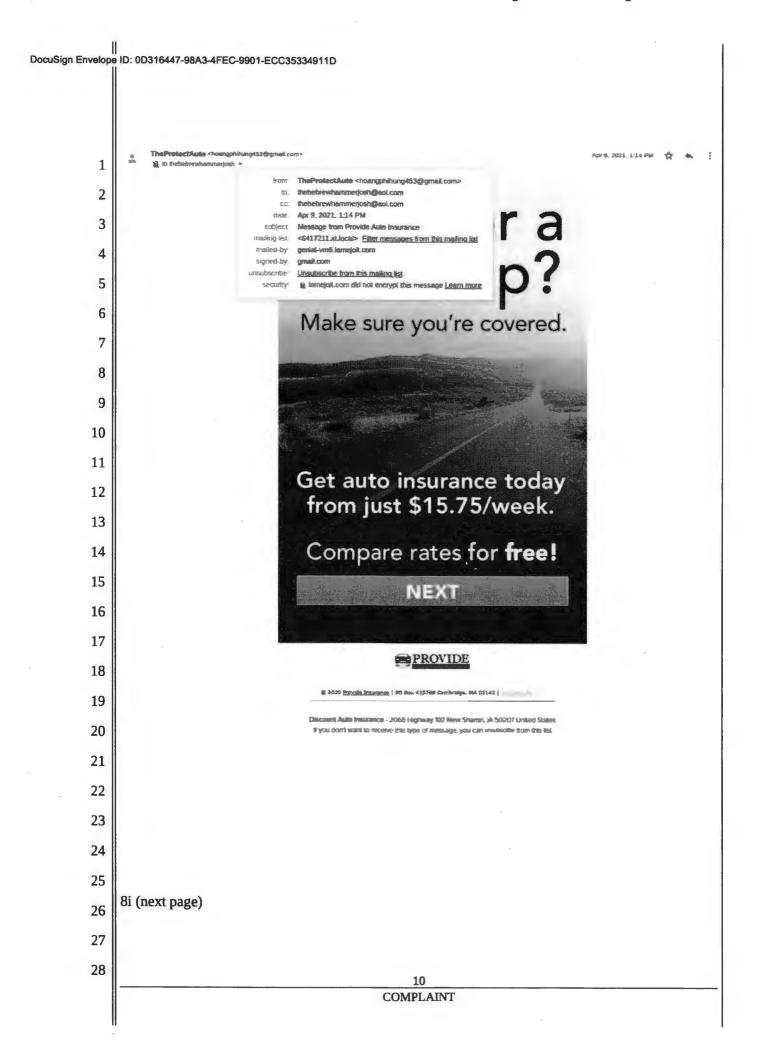


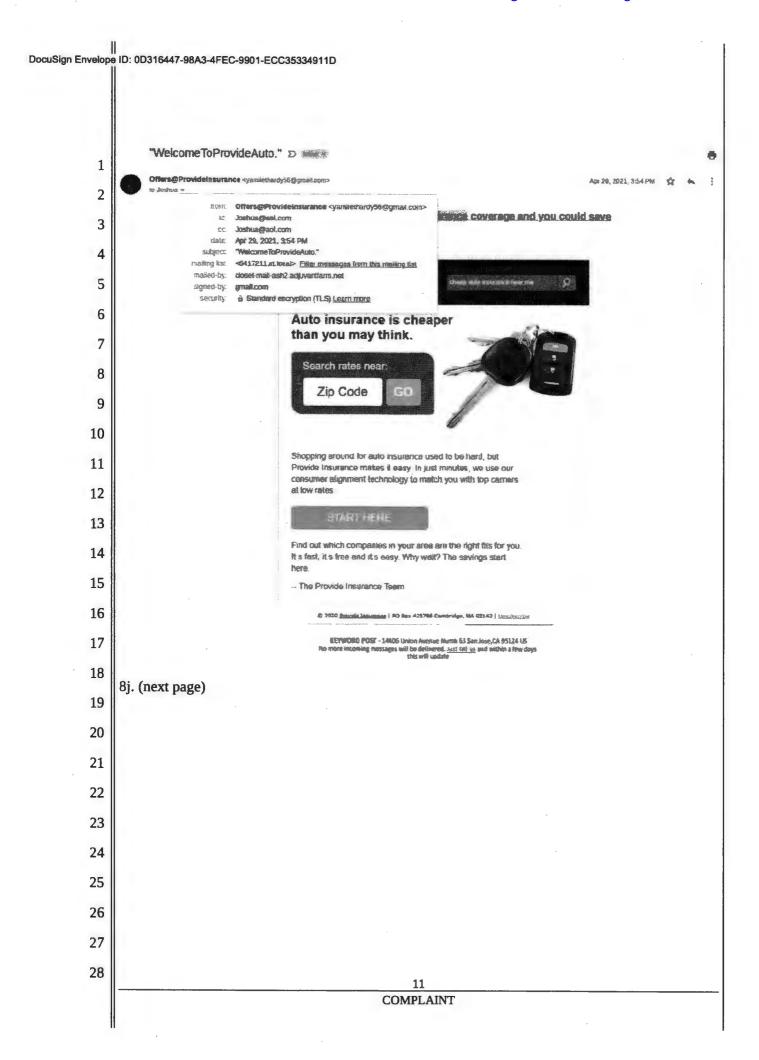


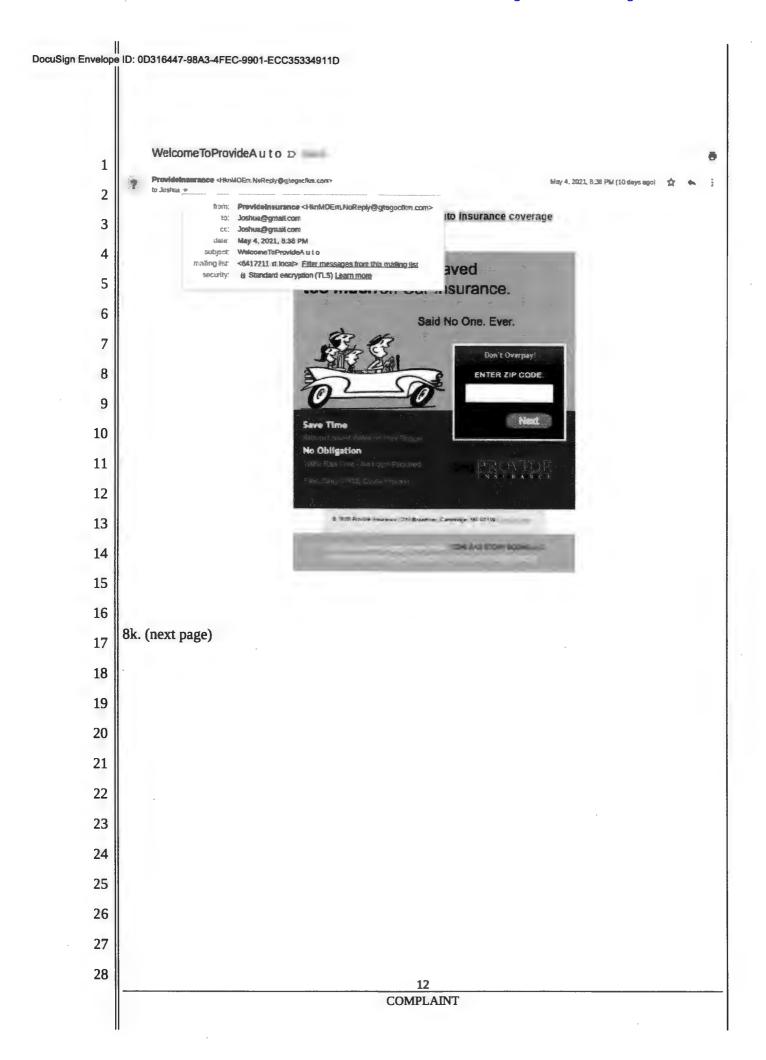


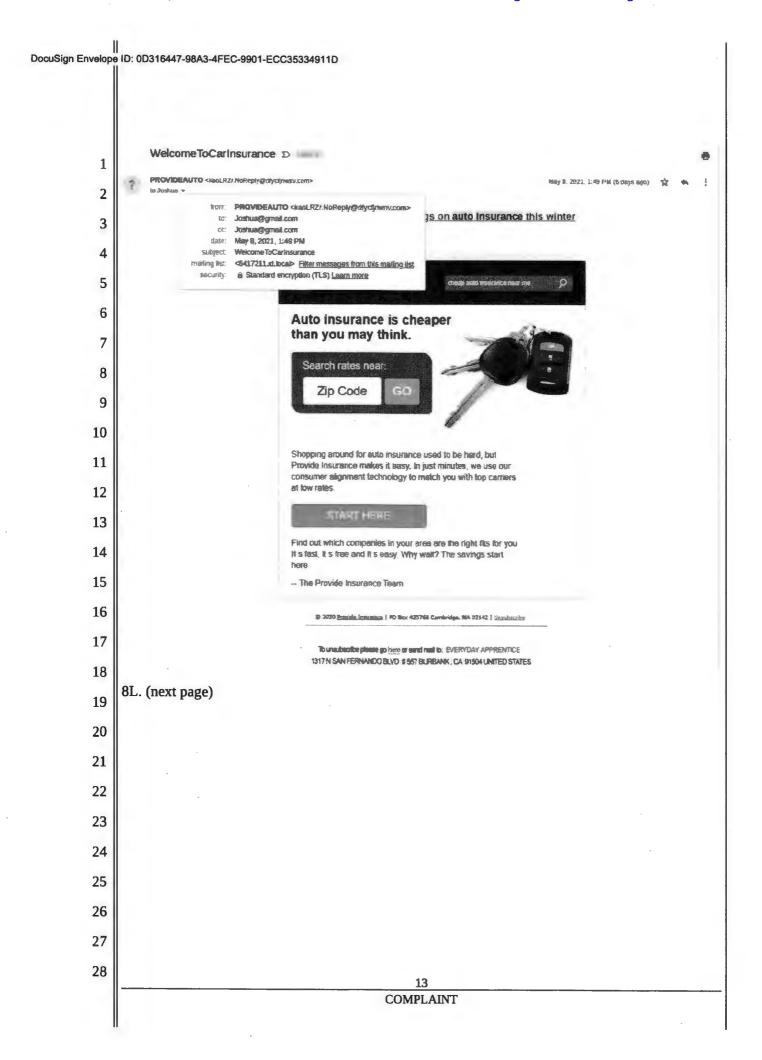


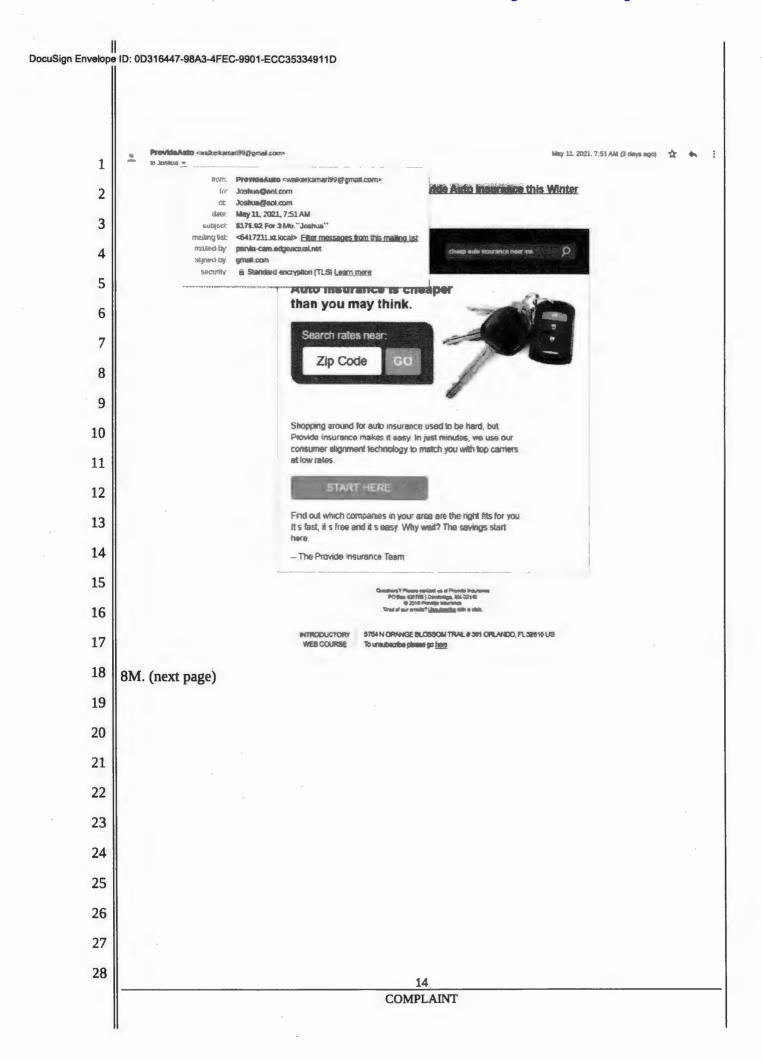


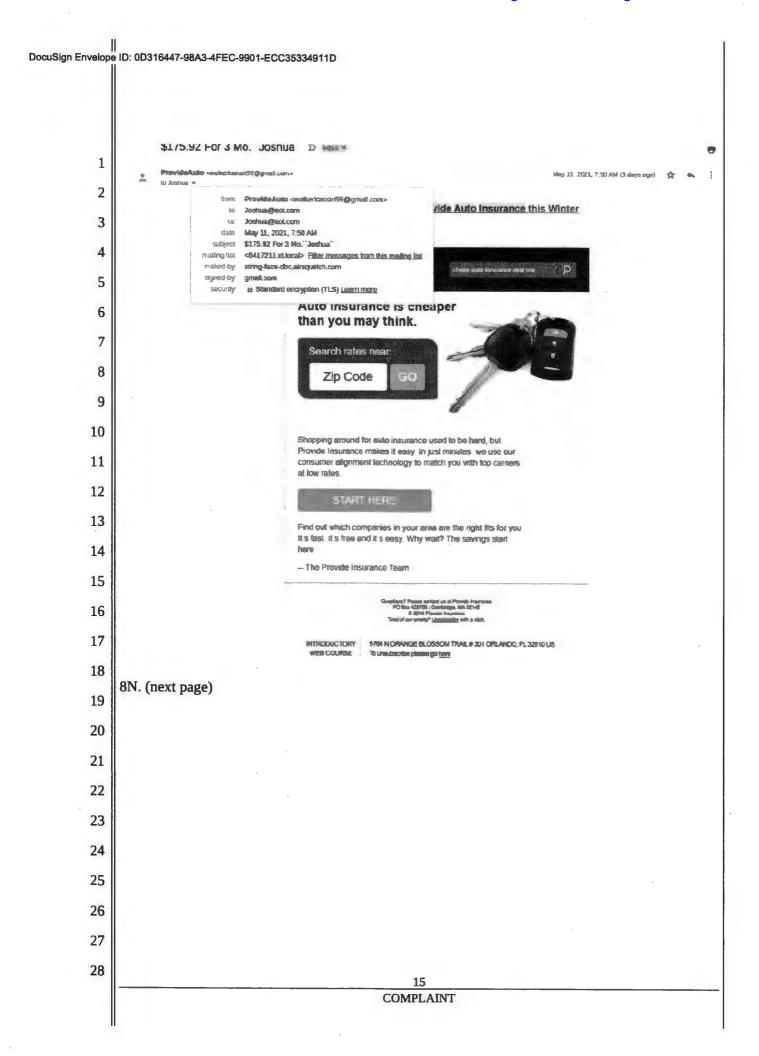


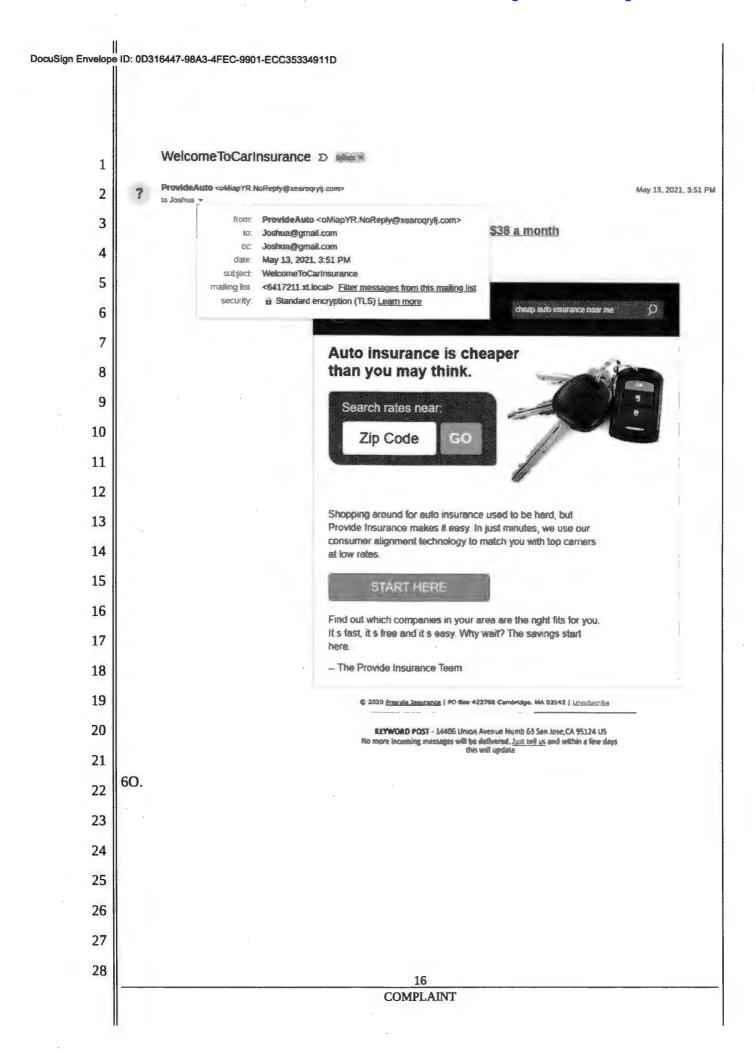












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From: "Provide--Insurance" hmojica2005@gmail.com

To: Joshua@aol.com
Date: 5/1/2021 2:54:15 PM
Subject: --WelcomeTo ProvideAuto....



COMPLAINT

© 2020 Provide Insurance | 90 Box 425768 Combridge, MA 02342 | Linsubscribe

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To: <u>Joshua@aol.com</u>

Date: 5/18/2021 5:32:07 AM

Subject: Joshua WelcomeTo "ProvideAuto"

Welcome to Provide Auto Insurance



Are you paying too much for auto insurance?

{{first_name}}, Staying with your current car insurance could be costing you hundreds per year. How can you know? Compare up to 3+ auto insurance providers at once to ensure that you're getting the right price for your coverage needs.





© 2020 <u>Provide Insurance</u> | PO Box 425768 Cembridge, MA 02142 | <u>Masubastibe</u>

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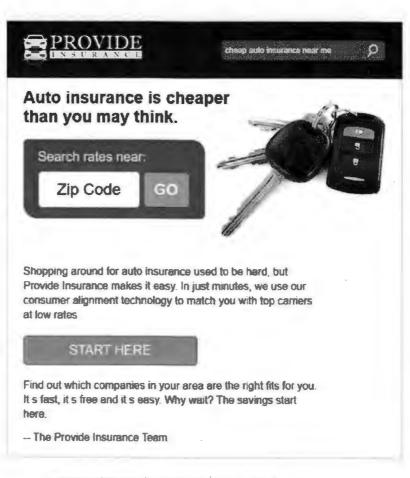
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To: <u>Joshua@aol.com</u>
Date: 5/17/2021 8:00:06 PM

Subject: Joshua WelcomeTo ProvideAuto

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To: thehebrewhammerjosh@aol.com

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" <mdOpeGwqBcxMRsytl@DCLVcUR.drivefact.org>
thehebrewhammerjosh <thehebrewhammerjosh@gmail.com> To: Date: 5/6/2021 2:37:57 PM Subject: Many American Drivers are Overpaying---0147! Provide Insurance | \$38 a Month Don't Miss Out on Savings! Are you paying too much for auto insurance? Staying with your current car insurance provider could be costing you hundreds per year. How can you know? We can help you compare 3 or more auto insurance providers at once to ensure you're getting the right price for your coverage needs. >>Click here to compare quotes now! @ 2019 Provide Insurance | PO Box 425768 Cambridge, MA 02142 | Unsubscribe

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|| DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 7. The ("KetoSoup UCE's") [those received at ketosoup97@gmail.com], will not be specifically labeled, unlike the ("Hammer UCE's"). Rather, they will all be depicted, in no particular order, as shown below, beginning on the next page:

COMPLAINT

Subject: Don't delay. Find your auto insurance quotes today!
From: Cheap Auto Insurance Savings - Quotes for Everyone!

 \leq updates@buzzbarrelreview.com>

To: ketosoup97@gmail.com

Date Sent: Mon, 14 Jun 2021 20:31:53 -0400 (EDT)
Date Received: Mon, 14 Jun 2021 17:31:57 -0700 (PDT)

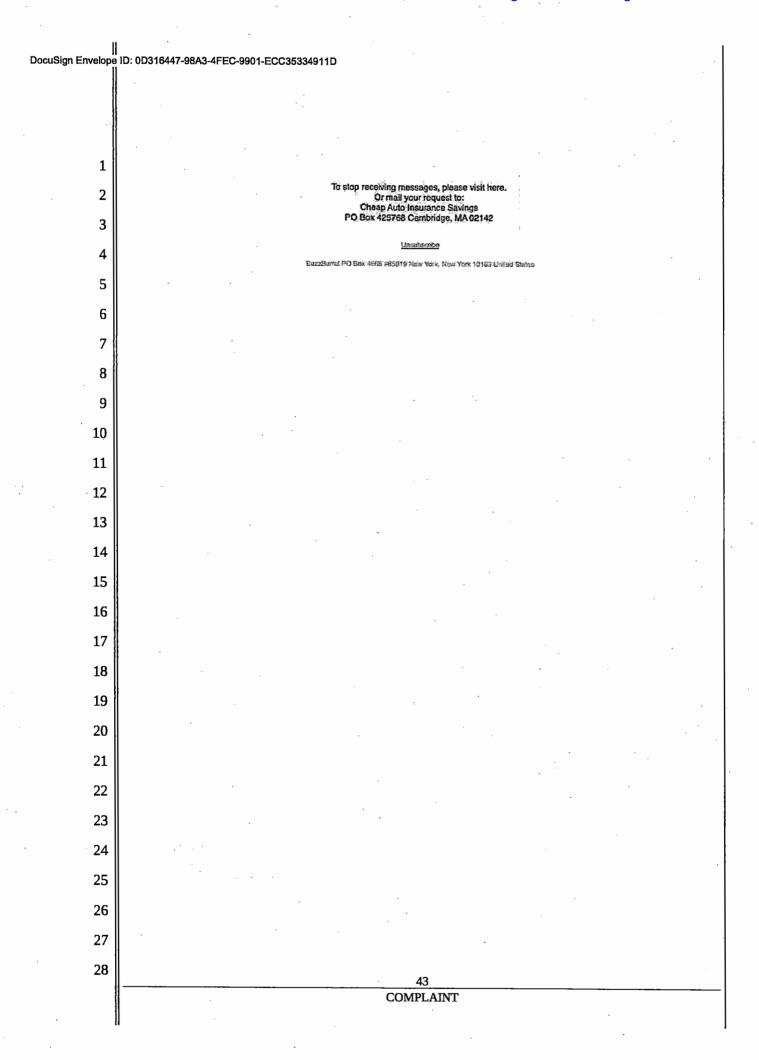
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Subject: You could save if you switch providers

From: Ian atProvide <delivered@emails-jobsdelivered.com>

To: ketosoup97@gmail.com

Date Sent: Sun, 27 Jun 2021 17:53:17 -0400 (EDT)
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From: Ian atProvide <delivered@emails-jobsdelivered.com>

To: ketosoup97@gmail.com

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Subject: You could save if you switch providers

From: Ian atProvide <delivered@emails-jobsdelivered.com>

To: ketosoup97@gmail.com

Date Sent: Wed, 30 Jun 2021 13:29:34 -0400 (EDT)
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From: Ian atProvide <delivered@emails-jobsdelivered.com>

To: ketosoup97@gmail.com

Date Sent: Wed, 7 Jul 2021 07:13:20 -0400 (EDT) Date Received: Wed, 7 Jul 2021 04:19:55 -0700 (PDT)

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Subject: You could save if you switch providers

From: Ian atProvide <delivered@emails-jobsdelivered.com>

To: ketosoup97@gmail.com

Date Sent: Fri, 9 Jul 2021 22:12:21 -0400 (EDT)
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From: Ian atProvide <delivered@emails-jobsdelivered.com>

To: ketosoup97@gmail.com

Date Sent: Fri, 16 Jul 2021 17:44:45 -0400 (EDT)
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Subject: Find The Right Auto Insurance Quote Match For You. From: CheapAutoInsurance <contact@dzlosurverys.com>

To: ketosoup97@gmail.com

Date Sent: Thu, 17 Jun 2021 23:03:39 -0700

Date Received: Thu, 17 Jun 2021 23:15:31 -0700 (PDT)

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Subject: Do You Have The Right Coverage?

From: CheapAutoInsurance <contact@entirelybelieve.com>

To: ketosoup97@gmail.com

Date Sent: Tue, 15 Jun 2021 17:38:27 -0700

Date Received: Tue, 15 Jun 2021 17:40:21 -0700 (PDT)

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Subject: Do You Have The Right Coverage?

From: CheapAutoInsurance <contact@entirelybelieve.com>

To: ketosoup97@gmail.com

Date Sent: Wed, 23 Jun 2021 09:16:40 -0700

Date Received: Wed, 23 Jun 2021 09:21:31 -0700 (PDT)

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To: ketosoup97@gmail.com

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Subject: Don't Miss Out On Savings. Find Out More.

From: Cheap Auto Insurance Savings <updates@nationalsurveysonline.com>

To: ketosoup97@gmail.com

Date Sent: Mon, 14 Jun 2021 08:08:32 -0700

Date Received: Mon, 14 Jun 2021 08:36:18 -0700 (PDT)



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From: Cheap Auto Insurance Savings - Compare Your Options! <newsletter@rumorfox.com>

To: Joshua Lapin <ketosoup97@gmail.com> Date Sent: Mon, 14 Jun 2021 22:42:04 -0400

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From: Cheap Auto Insurance Savings <updates@expectcarecare.com>

To: ketosoup97@gmail.com

Date Sent: Tue, 15 Jun 2021 09:07:35 -0700

Date Received: Tue, 15 Jun 2021 09:32:41 -0700 (PDT)



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. 3	Subject: Don't miss out on savings. Find out more. From: Cheap Auto Insurance Savings - Quick and Easy Insurance Quotes <info@jobsdeliver.com> To: ketosoup97@gmail.com Date Sent: Sat, 19 Jun 2021 19:33:32 -0400 (EDT) Date Received: Sat, 19 Jun 2021 16:33:33 -0700 (PDT)</info@jobsdeliver.com>
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Subject: Don't delay. Find your auto insurance quotes today! From: Cheap Auto Insurance Savings - Quotes for Everyone!

<up><updates@buzzbarrelreview.com>
To: ketosoup97@gmail.com

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To: Joshua Lapin <ketosoup97@gmail.com>
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<upd><updates@expectcarecare.com>

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<updates@buzzbarrelreview.com>

To: ketosoup97@gmail.com

Date Sent: Mon, 5 Jul 2021 06:31:57 -0400 (EDT)
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Subject: Don't Miss Out On Savings. Find Out More.

From: Cheap Auto Insurance Savings <updates@nationalsurveysonline.com>

To: ketosoup97@gmail.com

Date Sent: Mon, 28 Jun 2021 10:23:21 -0700

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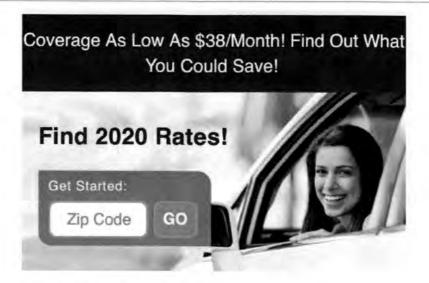
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To: ketosoup97@gmail.com

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3	Info@jobsdeliver.com To: ketosoup97@gmail.com Date Sent: Fri, 2 Jul 2021 14:35:30 -0400 (EDT) Date Received: Fri, 2 Jul 2021 11:35:32 -0700 (PDT)
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To: Joshua Lapin <ketosoup97@gmail.com> Date Sent: Mon, 5 Jul 2021 22:07:46 -0400

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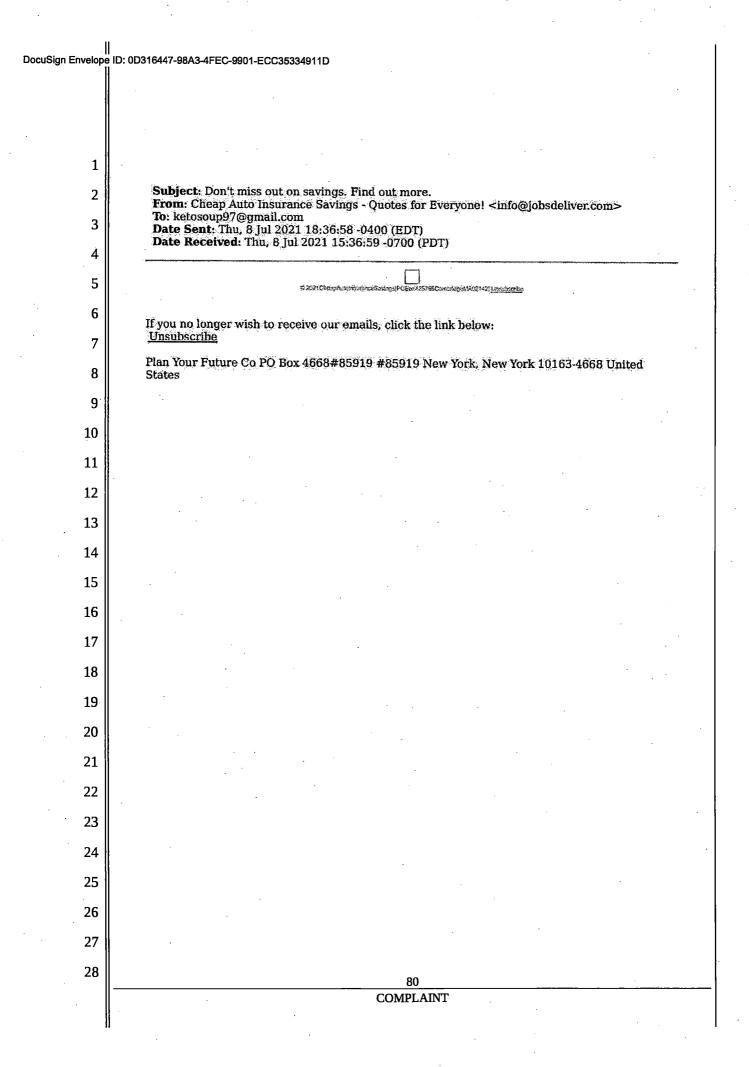
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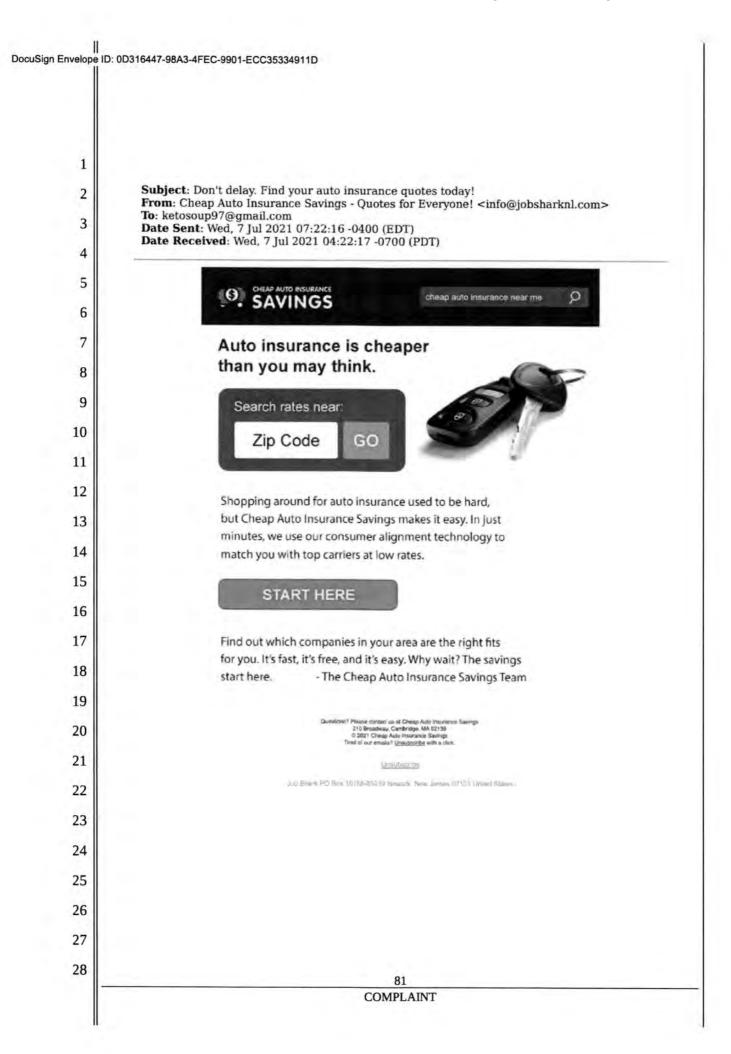
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Subject: Save money on your auto insurance in 2021

From: Provide Insurance <newsletter@rumorfox.com>

To: Joshua Lapin <ketosoup97@gmail.com>
Date Sent: Mon, 14 Jun 2021 00:05:45 -0400

Date Received: Sun, 13 Jun 2021 21:14:37 -0700 (PDT)



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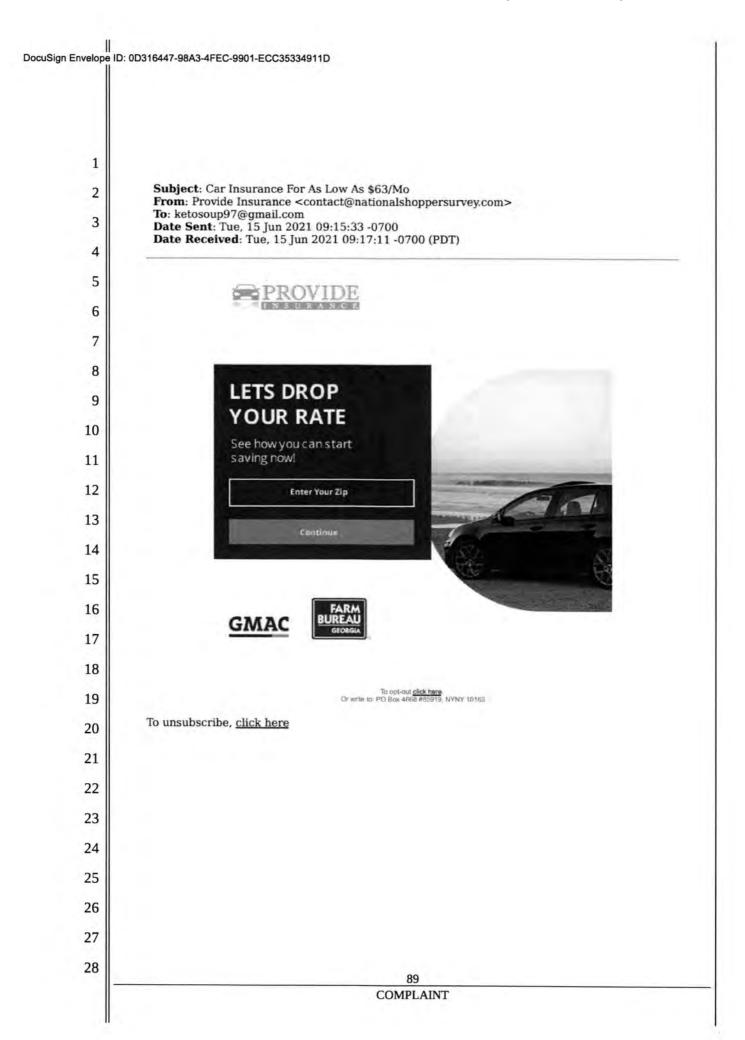
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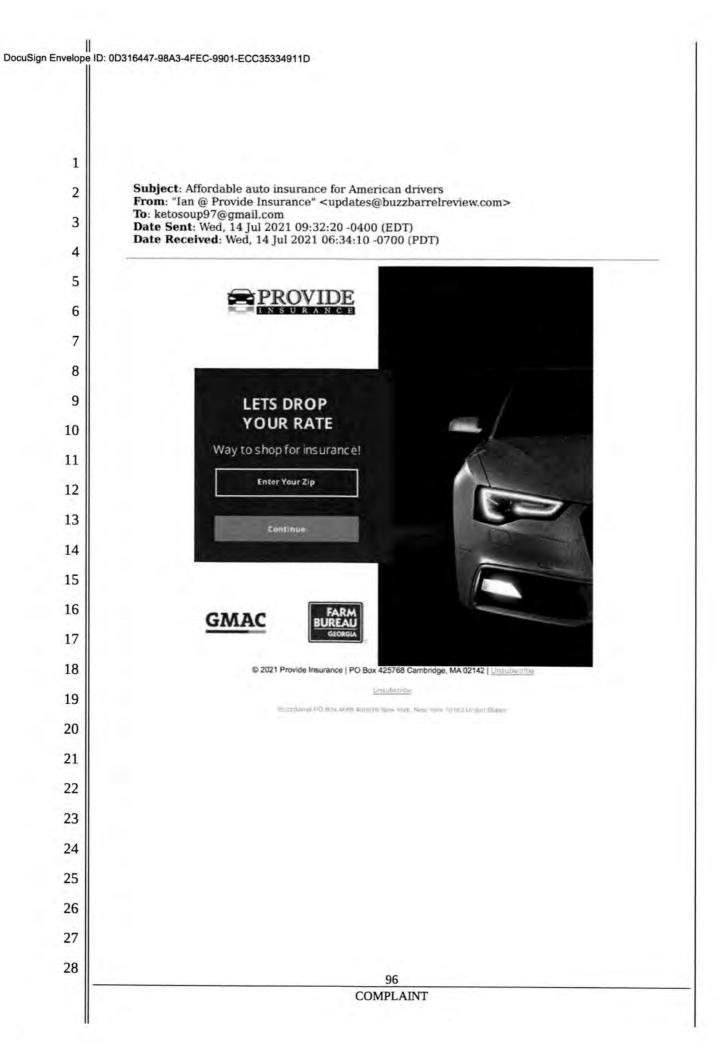
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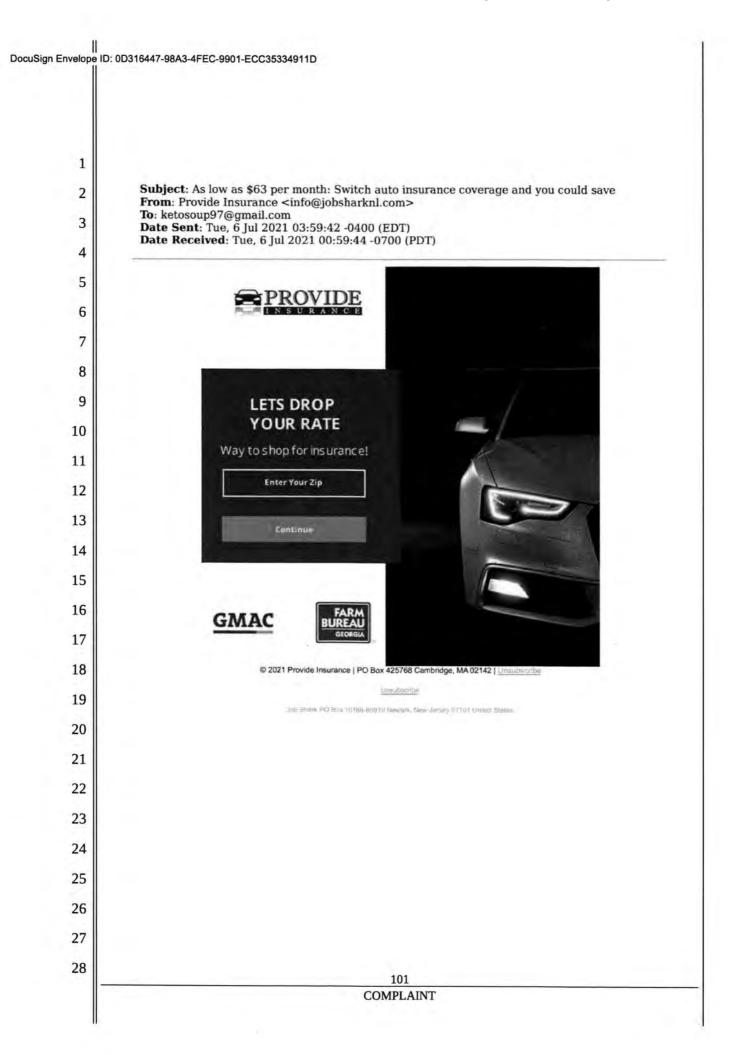
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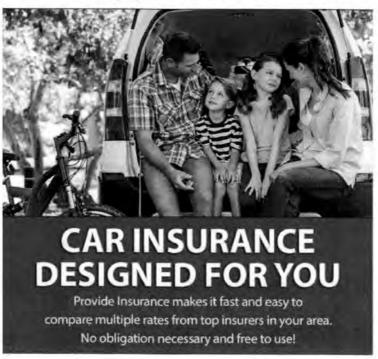
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Subject: Car Insurance For As Low As \$63/Mo

From: Provide Insurance <updates@expectcarecare.com>

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Date Received: Fri, 25 Jun 2021 10:29:48 -0700 (PDT)



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2	Subject: Are you paying too much for your auto insurance? From: Provide Insurance <imfo@iobsdeliver.com></imfo@iobsdeliver.com>
3	Subject: Are you paying too much for your auto insurance? From: Provide Insurance <info@jobsdeliver.com> To: ketosoup97@gmail.com Date Sent: Tue, 22 Jun 2021 16:33:46 -0400 (EDT) Date Received: Tue, 22 Jun 2021 13:33:49 -0700 (PDT)</info@jobsdeliver.com>
4	Date Received: Tue, 22 Jun 2021 13:33:49 -0700 (PDT)
5	
6	Questions? Please contact us at Provide Insurance POB0x435768 CambridgeMA02142 © 2021 Provide Insurance
	© 2021 Provide Insurance Thed of our emails? <u>oplout</u> with a click.
7	
8	If you no longer wish to receive our emails, click the link below: <u>Unsubscribe</u>
9	Plan Your Future Co PO Box 4668#85919 #85919 New York, New York 10163-4668 United
10	States
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28	116
	COMPLAINT

Subject: Car Insurance For As Low As \$2.25/Day

From: Provide Insurance <updates@nationalsurveysonline.com>

To: ketosoup97@gmail.com

Date Sent: Tue, 22 Jun 2021 11:09:20 -0700

Date Received: Tue, 22 Jun 2021 11:18:25 -0700 (PDT)

SAVE ON AUTO INSURANCE

Provide Insurance makes it fast and easy to compare multiple rates from top insurers in your area.

No obligation necessary and free to use!



Click Here For More Information

© 2021 Provide Insurance | 210 Broadway, Cambridge, MA 02139 | optour

To unsubscribe, click here

Subject: Save money on your auto insurance in 2021 From: Provide Insurance <newsletter@rumorfox.com>

To: Joshua Lapin <ketosoup97@gmail.com>
Date Sent: Mon, 21 Jun 2021 17:57:07 -0400

Date Received: Mon, 21 Jun 2021 15:01:58 -0700 (PDT)

Rates as low as per month

> Provide Insurance makes it fast and easy to compare multiple rates from top insurers in your area. No obligation necessary and free to use!

Get Started

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Our mailing address is: 210 Broadway, Cambridge, MA 02139

Please unsubscribe here to opt out of future e-mailings.

This email is intended for ketosoup97@gmail.com. Update your preferences or Unsubscribe

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- 8. In the 100+ page Paragraphs 6 and 7, which consists of photos of all the UCE's, Plaintiff warrants that he put fourth his best effort to manage, organize, and display the UCE's. However, in the event that there are unintended errors, duplicates, or omissions of the UCE's, Plaintiff can remedy any such error(s), upon being granted leave to amend. Nonetheless Plaintiff warrants his good-faith effort to capture and illustrate the UCE's which are material to this complaint, and further he warrants it took a lot of time and effort to put together the photos in Paragraphs 6 and 7.
- 9. Upon information and belief, the KetoSoup UCE's were sent by John Doe Sender under the following dba's appearing in the "FROM" line of the emails: delivered@emails-jobsdelivered.com, info@jobsharknl.com, updates@nationalsurveysonline.com, contact@nationalshoppersurvey.com, updates@buzzbarrelreview.com, <u>updates@expectcarecare.com</u>, newsletter@rumorfox.com. These domains are referred to hereinafter, individually or collectively, as ("From Domain(s)"). Plaintiff leaves open the possibility that additional dba's were used in the sending of these UCE's.
- All of the FROM Domains of the KetoSoup UCE's are untraceable by a whois search. For some, the "registrant" is redacted, and for others it is listed as "DLZ Offers", which Plaintiff has not been able to associate with any person or business entity which can be held accountable, despite his exhaustive efforts. This is very important, as caselaw surrounding the "traceability of the sending domain through a whois search" suggests that untraceable sending domains constitute a forged header pursuant to caselaw of California Business and Professions Code 17529.5 ("California Anti-Spam Law") which is nearly identical to SD Anti-Spam Law, almost copy-and-paste as it relates to the relevant sections which are material to this complaint. (Balsam V Trancos) and (Greenberg V Digital Media Solutions) and many other cases finding, inter alia, that untraceable-by-whois sending domains' constitute a materially forged header, as is relevant to the section, and further

that the ("Advertiser") is strictly liable the untraceable "from domains" in emails sent by the ("Sender") or ("Initiator") Greenberg V Digital Media Solutions. 11. For sites in which the whois data references a "registrant organization" of "DLZ Offers" or "consumer concierge" and the address PO Box 4668 #85919 and an email address of "info@dlzoffers.com"...these are still untraceable as: a) "DLZ Offers" and "consumer concierge" and "Lincoln Smith "are not a business entity-or-person which can be held accountable, or located at the address provided (if any). Plaintiff has not been able to find a business entity, dba, or tradename of "DLZ Offers" or "consumer concierge" anywhere, in the state of New York nor anywhere he has looked, despite his exhaustive efforts. b) The websites with this whois data do not contain the name of the business or entity behind them. Further, the terms&conditions on these websites (which are near-identical to each other), do not contain the name of the person(s) or entit(ies) behind them. Therefore, all these months later, they are still "John Doe Sender". 12. Whois Data for the ketosoup UCE sending domains is shown below: (continued next page) COMPLAINT

```
DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D
                                        12a. Whois Record For Emails-Jobs Delivered.com:
                               1
                               2
                               3
                               4
                                                   3/6/2022
                                                                                                                                Emails-JobsDelivered.com WHOIS, DNS, & Domain Info - DomainTools
                               5
                                                         - Website
                                                           Website Title
                                                                                                       None given.
                               6
                                                          Whois Record (last updated on 2022-03-06)
                               7
                                                            Domain Name: emails-jobsdelivered.com
Registry Domain ID: 2459945556_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.moniker.com
Registrar URL: http://www.moniker.com
Updated Date: 2022-01-02T01:16:24Z
Creation Date: 2019-11-26T18:48:09Z
Registrar Registration Expiration Date: 2022-11-26T18:48:09Z
Registrar: Moniker Online Services LLC
Registrar IANA ID: 228
Registrar Abuse Contact Small: abuserenor@monker.com
                              8
                              9
                           10
                           11
                                                             Registrar Abuse Contact Email: @buserepor@monker.com
                                                            Registrar Abuse Contact Email: adustrations Registrar Abuse Contact Phone: +1.9546071294 Domain Status: ok https://icann.org/epp#ok Registry Registrant ID: REDACTED FOR PRIVACY Registrant Name: REDACTED FOR PRIVACY Registrant Organization: DLZ Offers Registrant Street: PO Box 4668 #85919 Registrant City: New York Registrant State/Province: NY Registrant Postal Code: 10163-4668 Registrant Country: US
                           12
                           13
                           14
                           15
                                                             Registrant Country: US
                                                            Registrant Phone: +1.8444353969
Registrant Phone Ext:
Registrant Fax: REDACTED FOR PRIVACY
Registrant: Fax Ext: REDACTED FOR PRIVACY
Registrant Email: Info@dizoffers.com
                           16
                           17
                                                            Registry Admin ID: REDACTED FOR PRIVACY Admin Name: REDACTED FOR PRIVACY Admin Organization: DLZ Offers Admin Street: PO Box 4668 #85919 Admin City: New York Admin State/Province: NY Admin Postal Code: 18163-4668 Admin Country: US
                           18
                           19
                                                             Admin Country: US
Admin Phone: +1.8444353969
Admin Phone Ext:
                           20
                                                             Admin Fax: REDACTED FOR PRIVACY
                           21
                                                             Admin Fax Ext: REDACTED FOR PRIVACY
                                                             Admin Email: Info@dizoffers.com
                           22
                                                             Registry Tech ID: REDACTED FOR PRIVACY
Tech Name: REDACTED FOR PRIVACY
                           23
                                                             Tech Organization: DLZ Offers
                                                             Tech Street: PO Box 4668 #85919
Tech City: New York
Tech State/Province: NY
Tech Postal Code: 10163-4668
                           24
                                                            Tech Fostal Code: 10103-4008
Tech Country: US
Tech Phone: +1.8444353969
Tech Phone Ext:
Tech Fax: REDACTED FOR PRIVACY
Tech Fax Ext: REDACTED FOR PRIVACY
Tech Email: Info@dizoffers.com
                           25
                           26
                           27
                                                            Registry Billing ID: REDACTED FOR PRIVACY
Billing Name: REDACTED FOR PRIVACY
Billing Organization: DLZ Offers
Billing Street: PO Box 4668 #85919
Billing City: New York
                           28
```

https://whois.domaintools.com/emails-jobsdelivered.com

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DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D
                           12b. Whois Record For jobsharknl.com:
                    1
                    2
                                  3/6/2022
                                                                                            JobsHarknl.com WHOIS, DNS, & Domain Info - DomainTools
                                        Hosting History
                                                                      1 change on 2 unique name servers over 2 years
                    3
                                       - Website
                    4
                                        Website Title
                                                                      None given.
                    5
                                       Whols Record (last updated on 2022-03-06)
                    6
                                         Domain Name: jobsharknl.com
Registry Domain ID: 2538720752_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois moniker.com
Registrar URL: http://www.moniker.com
Updated Date: 2021-06-16707:36:07Z
                    7
                    8
                                         Creation Date: 2020-06-15T20:32:33Z
                                         Registrar Registration Expiration Date: 2022-06-15T20:32:33Z
                    9
                                         Registrar: Moniker Online Services LLC
Registrar IANA ID: 228
                                         Registrar Abuse Contact Email: abusereport@monker.com
                  10
                                         Registrar Abuse Contact Phone: +1.9546071294
                                        Registrar Abuse Contact Phone: +1.9546071294
Domain Status: ok https://icann.org/epp#ok
Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: REDACTED FOR PRIVACY
Registrant Organization: DLZ Offers
Registrant Street: PO Box 4668 #85919
Registrant City: New York
Registrant State/Province: NY
Registrant Postal Code: 10163-4668
Registrant Country: US
Registrant Phone: +1.8444353969
                  11
                  12
                  13
                                         Registrant Phone: +1.8444353969
Registrant Phone Ext:
                  14
                                         Registrant Fax: REDACTED FOR PRIVACY
Registrant Fax Ext: REDACTED FOR PRIVACY
                  15
                                         Registrant Email: into@dizoffers.com
                  16
                                         Registry Admin ID: REDACTED FOR PRIVACY
                                         Admin Name: REDACTED FOR PRIVACY
                                         Admin Organization: DLZ Offers
Admin Street: PO Box 4668 #85919
Admin City: New York
Admin State/Province: NY
Admin Postal Code: 10163-4668
Admin Country: US
                  17
                  18
                                         Admin Country: US
Admin Phone: +1.8444353969
                  19
                                         Admin Phone Ext:
                                         Admin Fax: REDACTED FOR PRIVACY
Admin Fax Ext: REDACTED FOR PRIVACY
Admin Email: Info@dizoffers.com
                  20
                                         Registry Tech ID: REDACTED FOR PRIVACY
                  21
                                         Tech Name: REDACTED FOR PRIVACY
Tech Organization: DLZ Offers
                                        Tech Organization: DLZ Offers
Tech Street: PO Box 4668 #85919
Tech City: New York
Tech State/Province: NY
Tech Postal Code: 10163-4668
Tech Country: US
Tech Phone: +1.8444353969
                  22
                  23
                  24
                                         Tech Phone Ext
                                         Tech Fax: REDACTED FOR PRIVACY
                  25
                                         Tech Fax Ext: REDACTED FOR PRIVACY
                                         Tech Email: Info@dizoffers.com
                                        Registry Billing ID: REDACTED FOR PRIVACY Billing Name: REDACTED FOR PRIVACY
                  26
                                  https://whois.domaintools.com/jobsharknl.com
                  27
                                                                                                                                                                                                    2/4
                  28
                                                                                                                   122
                                                                                                           COMPLAINT
```

DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 12c. Whois Record For national surveys online.com -1 2 3/7/2022 NationalSurveysOnline.com WHOIS, DNS, & Domain Info - DomainTools Hosting History 5 changes on 4 unique name servers over 16 years 3 - Website 4 **Website Title** None given. 5 Whols Record (last updated on 2022-03-06) 6 Domain Name: nationalsurveysonline.com Registry Domain ID: 2337211756_DOMAIN_COM-VRSN Registrar WHOIS Server: whois, moniker.com 7 Registrar URL: http://www.moniker.com Updated Date: 2022-01-02T01:19:26Z 8 Creation Date: 2018-11-26T21:51:56Z Registrar Registration Expiration Date: 2022-11-26721:51:562 Registrar: Moniker Online Services LLC Registrar IANA ID: 228 9 Registrar Abuse Contact Email: abusereport@moniker.com 10 Registrar Abuse Contact Phone: +1.9546071294 Registrar Abuse Contact Phone: +1.9546671294
Domain Status: ok https://icann.org/epp#ok
Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: REDACTED FOR PRIVACY
Registrant Organization: DLZ Offers
Registrant Street: PO Box 4668 #85919
Registrant City: New York
Registrant State/Province: NY
Registrant Postal Code: 10163-4668
Registrant Country: US
Registrant Phone: +1.8444353969
Registrant Phone Ev. 11 12 13 14 Registrant Phone Ext: Registrant Fax: REDACTED FOR PRIVACY 15 Registrant Fax Ext: REDACTED FOR PRIVACY Registrant Email: Info@dizoffers.com Registry Admin ID: REDACTED FOR PRIVACY 16 Registry Admin ID: REDACTED FOR I Admin Name: REDACTED FOR PRIVACY Admin Organization: DLZ Offers Admin Street: PO Box 4668 #85919 Admin City: New York Admin State/Province: NY Admin Postal Code: 10163-4668 Admin Country: US Admin Phone: +1.8444353969 Admin Phone Ext: 17 18 19 Admin Fax: REDACTED FOR PRIVACY Admin Fax Ext: REDACTED FOR PRIVACY 20 Admin Email: Info@dizoffers.com Registry Tech ID: REDACTED FOR PRIVACY Tech Name: REDACTED FOR PRIVACY Tech Organization: DLZ Offers 21 22 Tech Street: PO Box 4668 #85919 Tech City: New York Tech State/Province: NY 23 Tech Postal Code: 10163-4668 Tech Country: US Tech Phone: +1.8444353969 Tech Phone Ext: 24 Tech Fax: REDACTED FOR PRIVACY Tech Fax Ext: REDACTED FOR PRIVACY 25 Tech Email: info@dizoffers.com Registry Billing ID: REDACTED FOR PRIVACY Billing Name: REDACTED FOR PRIVACY 26

123

2/5

https://whois.domaintools.com/nationalsurveysonline.com

27

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DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D
                         12d. Whois Record For national shoppersurvey.com:
                   1
                   2
                               3/7/2022
                                                                              NationalShopperSurvey.com WHOIS, DMS, & Domain Info - DomainTools
                                     Hosting History
                                                                14 changes on 9 unique name servers over 17 years
                   3
                                    - Website
                   4
                                     Website Title
                   5
                                    Whois Record (last updated on 2022-03-06)
                   6
                                      Domain Name: nationalshoppersurvey.com
                                      Registry Domain ID: 2270167508_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.moniker.com
                   7
                                      Registrar URL: http://www.moniker.com
Updated Date: 2021-06-01707:25:41Z
Creation Date: 2018-05-31718:57:01Z
                   8
                                      Registrar Registration Expiration Date: 2022-05-31T18:57:01Z
                                      Registrar: Moniker Online Services LLC
Registrar IANA ID: 228
                  9
                                      Registrar Abuse Contact Email: abusereport@monker.com
                10
                                      Registrar Abuse Contact Phone: +1.9546071294
                                      Domain Status: ok https://icann.org/epp#ok
Registry Registrant ID: REDACTED FOR PRIVACY
                11
                                     Registrant Name: REDACTED FOR PRIVACY
Registrant Organization: DLZ Offers
Registrant Street: PD Box 4668 #85919
Registrant City: New York
Registrant State/Province: NY
Registrant Country: US
                12
                13
                                      Registrant Country: US
Registrant Phone: +1.8444353969
                14
                                     Registrant Phone Ext:
Registrant Fax: REDACTED FOR PRIVACY
Registrant Fax Ext: REDACTED FOR PRIVACY
Registrant Email: Info@dizoffers.com
                15
                                     Registry Admin ID: REDACTED FOR PRIVACY
Admin Name: REDACTED FOR PRIVACY
Admin Organization: DLZ Offers
                16
                                     Admin Urganization: DLZ Offers
Admin Street: PO Box 4668 #85919
Admin City: New York
Admin State/Province: NY
Admin Postal Code: 10163-4668
Admin Country: US
Admin Phone: +1.8444353969
Admin Phone Ext:
                17
                18
                19
                                      Admin Fax: REDACTED FOR PRIVACY
                                      Admin Fax Ext: REDACTED FOR PRIVACY
                20
                                     Admin Email: Info@dizoffers.com
                                      Registry Tech ID: REDACTED FOR PRIVACY
                21
                                      Tech Name: REDACTED FOR PRIVACY
                                     Tech Organization: DLZ Offers
                                     Tech Street: PO Box 4668 #85919
Tech City: New York
Tech State/Province: NY
Tech Postal Code: 10163-4668
                22
                23
                                     Tech Country: US
Tech Phone: +1.8444353969
Tech Phone Ext:
Tech Fax: REDACTED FOR PRIVACY
Tech Fax Ext: REDACTED FOR PRIVACY
                24
                25
                                     Tech Email: Info@dizoffers.com
                                     Registry Billing ID: REDACTED FOR PRIVACY
                26
                                     Billing Name: REDACTED FOR PRIVACY
                               https://whois.domaintools.com/nationalshoppersurvey.com
                                                                                                                                                                                     2/4
                27
                28
```

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12e. Whois Record For buzzbarrelreview.com:
  1
  2
                 3/7/2022
                                                                        BuzzBarrelReview.com WHOIS, DNS, & Domain Info - DomainTools
                      Hosting History
                                                     1 change on 2 unique name servers over 2 years
  3
                     - Website
  4
                      Website Title
                                                     None given.
  5
                     Whols Record (last updated on 2022-03-06)
  6
                       Domain Name: buzzbarcelreview.com
                       Registry Domain ID: 2533730520 DOMAIN COM-VRSN Registrar WHOIS Server: Whois moniker.com Registrar URL: http://www.moniker.com Updated Date: 2021-06-04T07:30:46Z
  7
  8
                       Creation Date: 2020-06-03T20:23:54Z
                       Registrar Registration Expiration Date: 2022-06-03720:23:542
  9
                       Registrar: Moniker Online Services LLC
Registrar IANA ID: 228
                       Registrar Abuse Contact Email: abusereport@moniker.com
10
                       Registrar Abuse Contact Phone: +1.9546071294
                      Registrar Abuse Contact Phone: +1.9546071294
Domain Status: ok https://icann.org/epp#ok
Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: DLZ Offers
Registrant Organization: DLZ Offers
Registrant Street: 321 East 22nd St. Suite 1D
Registrant City: New York
Registrant State/Province: NY
Registrant Postal Code: 10010
Registrant Country: US
Registrant Phone: +1.3474020572
11
12
13
                       Registrant Phone: +1.3474020572
Registrant Phone Ext:
14
                       Registrant Fax: REDACTED FOR PRIVACY
Registrant Fax Ext; REDACTED FOR PRIVACY
Registrant Email: chrisjamesonnup@gmail.com
15
16
                       Registry Admin ID: REDACTED FOR PRIVACY
                       Admin Name: DLZ Offers
Admin Organization: DLZ Offers
17
                        Admin Street: 321 East 22nd St. Suite 10
                       Admin City: New York
Admin State/Province: NY
18
                        Admin Postal Code: 10010
                       Admin Country: US
Admin Phone: +1.3474020572
19
                       Admin Phone Ext:
Admin Phone Ext:
Admin Fax: REDACTED FOR PRIVACY
Admin Fax Ext: REDACTED FOR PRIVACY
Admin Email: Chrislamesonnwp@gmail.com
20
                       Registry Tech ID: REDACTED FOR PRIVACY
Tech Name: DLZ Offers
Tech Organization: DLZ Offers
Tech Street: 321 East 22nd St. Suite 1D
Tech City: New York
Tech State/Province: NY
Tech State/Province: NY
21
22
23
                        Tech Postal Code: 10010
                       Tech Country: US
Tech Phone: +1.3474020572
24
                        Tech Phone Ext:
                       Tech Fax: REDACTED FOR PRIVACY
Tech Fax Ext: REDACTED FOR PRIVACY
Tech Email: Chisjamesonnep@gmail.com
25
                       Registry Billing ID: REDACTED FOR PRIVACY Billing Name: DLZ Offers
26
                 https://whois.domaintools.com/buzzbarrelreview.com
                                                                                                                                                                                       2/4
27
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                                                                                           COMPLAINT
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12f: Whois Record For ExpectCareCare.com:
   1
                 3/7/2022
                                                                          ExpectCareCare.com WHOIS, DNS, & Domain Info - DomainTgols
   2
                       Hosting History
                                                      1 change on 2 unique name servers over 7 years
   3
                      - Website
                       Website Title
                                                      None given.
   4
                      Whois Record (last updated on 2022-03-06)
   5
                        Domáin Name: expectcarecare.com
Registry Domain ID: 1961356903_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois moniker.com
Registrar URL: http://www.moniker.com
Updated Date: 2021-10-24T13:24:45Z
Creation Date: 2015-09-18T07:41:38Z
   6
   7
                        Registrar Registration Expiration Date: 2022-09-18T07:41:38Z
Registrar: Moniker Online Services LLC
Registrar IANA ID: 228
   8
  9
                        Registrar Abuse Contact Email: abuserepor@monker.com
                        Registrar Abuse Contact Phone: +1.9546071294
                        Domain Status: ok https://icann.org/epp#ok
Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: Lincoln Smith
Registrant Organization: Consumer Concierge
10
 11
                        Registrant Organization: Consumer Conc
Registrant Street: PD Box 4668 #85919
Registrant City: New York
Registrant State/Province: NY
Registrant Postal Code: 10163-4668
Registrant Country: US
Registrant Phone: +1.8444353969
Registrant Phone Ext:
Registrant Fax:
 12
 13
                        Registrant Fax:
Registrant Fax Ext;
Registrant Email: Info@jobshark.co
 14
- 15
                        Registry Admin ID: REDACTED FOR PRIVACY
                        Admin Name: Lincoln Smith
Admin Organization: Consumer Concierge
Admin Street: PO Box 4668 #85919
Admin City: New York
Admin State/Province: NY
 16
 17
                        Admin Postal Code: 10163-4668
                        Admin Country: US
Admin Phone: +1.8444353969
 18
                        Admin Phone Ext:
 19
                        Admin Fax:
                        Admin Fax Ext:
                        Admin Email: Info@jobshark.co
 20
                        Registry Tech ID: REDACTED FOR PRIVACY
                        Tech Name: Lincoln Smith
 21
                        Tech Organization: Consumer Concierge
                        Tech Street: PO Box 4668 #85919
Tech City: New York
Tech State/Province: NY
Tech Postal Code: 10163-4668
Tech Country: US
Tech Phone: +1.8444353969
Tech Phone Ext:
 22
 23
                        Tech Fax:
 24
                        Tech Fax Ext:
                        Tech Email: Info@Jobshark.co
 25
                        Registry Billing ID: REDACTED FOR PRIVACY
Billing Name: Lincoln Smith
 26
                 https://whois.domaintools.com/expectcarecare.com
 27
 28
                                                                                                    126
                                                                                           COMPLAINT
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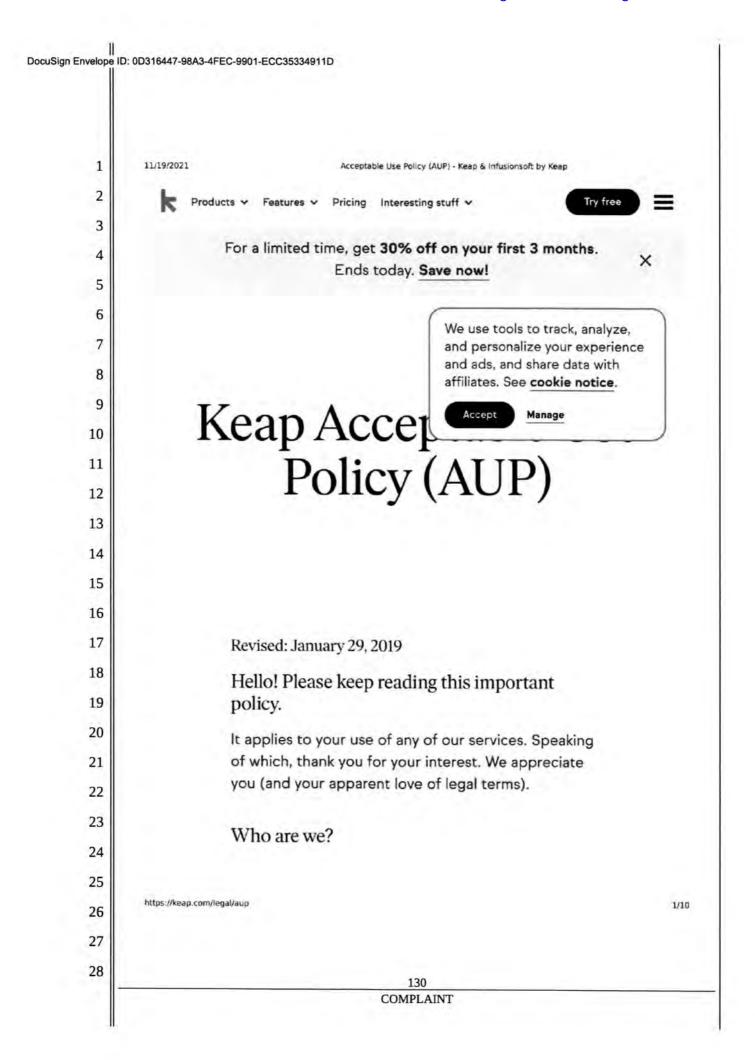
DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 12g. Whois Record For RumorFox.com: 1 O DOMAINTOOLS PROFILE -2 CONNECT + MONITOR -SUPPORT Whols Lookup Q 3 Home > Whois Lookup > RumorFax.com 4 5 Whois Record for RumorFox.com 6 - Domain Profile Registrant REDACTED FOR PRIVACY Registrant Org REDACTED FOR PRIVACY 8 Registrant Country us 9 Registrar DNC Holdings, Inc DNC Holdings, Inc. IANA ID: 291 10 URL: http://www.directnic.com Whols Server: whois directnic, com 11 abuse@directnic.com 12 (p) 18778569598 Registrar Status clientDeleteProhibited, clientTransferProhibited, clientUpdateProhibited, renewPeriod 13 Dates 2,122 days old Created on 2016-03-28 14 Expires on 2022-03-28 Updated on 2021-02-08 15 Name Servers NS1.C30078.SGVPS.NET (has 109,597 domains) 16 NS2.C30078.SGVPS.NET (has 109,597 domains) 17 **Tech Contact** REDACTED FOR PRIVACY REDACTED FOR PRIVACY, REDACTED FOR PRIVACY, REDACTED FOR PRIVACY, REDACTED FOR PRIVACY, REDACTED 18 FOR PRIVACY rumorfox.com-tech@directnicwholscompllance.com 19 (p) x 20 IP Address 35.209.157.206 - 6 other sites hosted on this server **IP** Location Fig. - Iowa - Council Bluffs - Google 21 ASN AS15169 GOOGLE, US (registered Mar 30, 2000) 22 **Domain Status** Registered And Active Website 23 Plaintiff is informed and believes and alleges that all of the UCE's were sent by John Doe 24 25 sender through the use-and-abuse of the following three email marketing platforms: A: Aurea Email Marketing: Lyris Inc and its parent company Aurea Inc ("Aurea") 26 B: Keap: Infusion Software, Inc dba Keap ("Keap") 27 C: Campaigner: Owned by J2 Global Inc and J2 Global Canada Inc, collectively ("J2 Global") 28 127

To clarify the above, each individual UCE is alleged to have been sent through the email marketing 1 platforms of Aurea OR Keap OR J2 Global. 2 Plaintiff believes and alleges that both Aurea AND Keap AND J2 Global have strict, clear, anti-3 spam policies in their terms of service agreements, to which the John Doe Sender must have agreed. 4 For Aurea, this is called the "Terms of Use." For Keap, this is called the Acceptable Use Policy 5 6 (AUP), for J2 Global, this is called the "Terms and Conditions". 7 14. All three contracts, in their own words, expressly disallow the use of their services to send 8 email to those who did not directly consent to receive emails from the sender. Beginning with 9 Keap's Acceptable Use Policy (AUP), the following important conditions appear: 10 11 A) All email lists used in conjunction with the services provided by Us are required to be 100% 12 solicited (opt-in) lists... 13 B) Bartering, purchasing or renting lists of names and sending e-mails to those people is strictly 14 prohibited, and marketing lists containing email addresses cannot be shared/duplicated/transferred 15 16 between Our individual applications. 17 C) You may not use the Services to, nor allow its users or 18 any third-party to use the Service to: Generate or facilitate unsolicited commercial email 19 (spam), including without limitation: sending communications or email in violation of the CAN-20 SPAM Act or any other applicable anti-spam law or regulation; sending unauthorized mail via open, 21 third-party servers; sending email to users who have requested to be removed from a mailing list; 22 marketing to any lists whose recipients did not express explicit consent to receive such marketing 23 24 material; selling to, exchanging with, sharing with or distributing to a third party personal 25 information, including the email addresses of any person without such person's knowing 26 and continued consent to such disclosure; or sending unsolicited emails to significant numbers of 27 28

email addresses belonging to individuals and/or entities with whom you have no preexisting relationship...[inter alia]...Create a false identity for the purpose of misleading others, impersonate another person, entity or Us (via the use of an email addressor otherwise) or otherwise misrepresent the source of any communication....[inter alia]...Generate or facilitate any communications (including without limitation, SMS, MMS, or other text messages, calls, faxes, or push notifications) in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including anti-spam, telemarketing or telephone consumer protection laws or regulations. Violate any applicable policy, terms of use, or agreement with Us, including without limitation, Our Terms of Use, the Click to Call / Click to Text Beta Service Terms of Use, and DMCA Policy, as may be updated or amended from time to time; or Violate any other applicable laws or regulations.

D) You may not, and may not allow any third-party, including Your users, to use the Services to display, store, process or transmit, or permit use of Services to display, store, process or transmit (collectively the "Prohibited Material"): Material that infringes or misappropriates, or uses without appropriate consent, a third party's intellectual property or proprietary rights;...[inter alia]...

15. For reference, the full Keap Acceptable Use Policy is listed on the next page. NOTE: Any "cutting off" of text between pages is unintentional. At the time of filing this complaint, the full AUP is viewable at https://keap.com/legal/aup.



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Acceptable Use Policy (AUP) - Keap & Infusionsoft by Keap

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Who are you?

You are a customer, or you represent a customer, of our Keap Service (as defined below). So, you be "You" (or "Your").

A few things You should know right away:

YOU, YOUR AFFILIATES, AND ANY COMPANY YOU REPRESENT AGREE TO FOLLOW AND BE BOUND BY THIS ACCEPTABLE USE POLICY ("AUP"). IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF YOUR AFFILIATE(S) OR COMPANY, YOU ARE REPRESENTING TO US THAT YOU HAVE READ THESE TERMS, YOU HAVE THE AUTHORITY TO BIND YOUR AFFILIATE(S) OR COMPANY, AND THE TERM "YOU" SHALL REFER TO YOUR AFFILIATE(S) AND COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOUR AFFILIATES OR COMPANY COMPLY WITH THIS AUP.

Scope.

This AUP applies to Your use of all of Our services, including all subscriptions for Our hosted software as a service (SaaS) solutions and any other related services that We may provide to You ("Services").

2. Effective Date policy.

https://keap.com/legal/aup

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This AUP is current as of the date set forth above. We reserve the right to update AUP from time to time consistent with applicable laws and principles. Any changes will be effective as of the date we publish the revised version at Keap.com/legal, or as otherwise specified in the AUP. IF AT ANY TIME YOU CHOOSE NOT TO ACCEPT THIS AUP, YOU MUST NOT USE THE SERVICES.

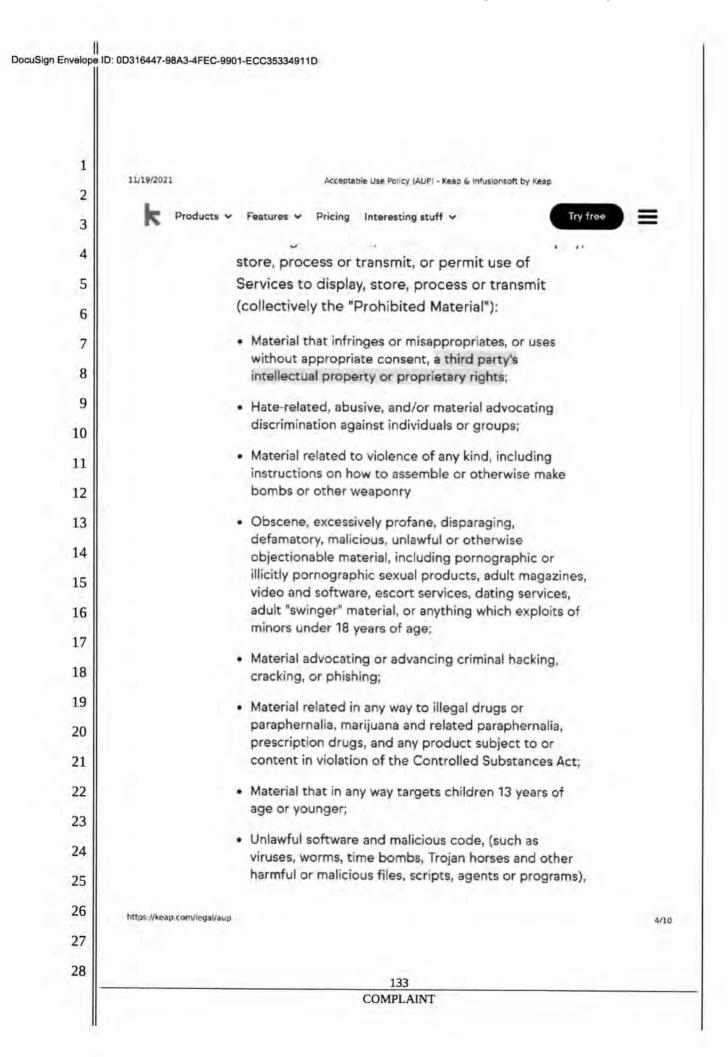
4. Violations.

Any violation of this AUP will be considered a material breach of Our Terms of Use and/or any other agreement You have with Us governing Your use of the Services. We reserve the right to terminate or suspend Your account for any violation of this AUP, and We will not be liable for any interruptions in service or other monetary loss related to enforcement of this AUP.

You will be solely responsible for any monetary damages suffered by Us due to Your actions or inactions, including without limitation, regulatory penalties (e.g., FTC) and punitive damages related to Our lost clients and revenues. Further, You agree to indemnify and hold Us harmless from and defend Us against any third party or government claims, including all related damages, costs and expenses (including reasonable attorneys' fees), that arise due to Your violation this AUP, including damages related to other users of the Services and attorney's fees.

https://keap.com/legal/aup

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|| DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 11/19/2021 1 Acceptable Use Policy (AUP) - Keap & Infusionsoft by Keap 2 Try free Products v Pricing Interesting stuff ~ 3 · material that violates, encourages or furthers conduct that would violate any applicable laws, including any 4 criminal laws, or any third-party rights, including 5 publicity or privacy rights; 6 Debt collections, credit repair and debt relief offerings stock picks or promotions "get rich quick" 7 and other similar offers: 8 · Cryptocurrency sales and promotions or material related to "Mining" bitcoins and other 9 cryptocurrencies; or 10 Content related to pyramid schemes or network 11 marketing (i.e. MLM) businesses, odds making and betting/gambling services, including but not limited 12 online casino games, and sporting events 13 6. Prohibited Actions. 14 You may not use the Services to, nor allow its users 15 or any third-party to use the Service to: 16 Publish, post, upload, distribute, promote, sell, 17 support, facilitate or otherwise make available, or engage in any activity related in any way to, any 18 Prohibited Material: 19 Generate or facilitate unsolicited commercial 20 email (spam), including without limitation: 21 · sending communications or email in violation of the CAN-SPAM Act or any other applicable anti-spam 22 law or regulation; 23 sending unauthorized mail via open, third-party 24 servers; 25 https://keap.com/legal/aug 5/10 26 27 28 134 COMPLAINT

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Acceptable Use Policy (AUP) - Keap & Infusionsoft by Keap



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- marketing to any lists whose recipients did not express explicit consent to receive such marketing material;
- selling to, exchanging with, sharing with or distributing to a third party personal information, including the email addresses of any person without such person's knowing and continued consent to such disclosure; or
- sending unsolicited emails to significant numbers of email addresses belonging to individuals and/or entities with whom you have no preexisting relationship;
- Send voice broadcasts to any recipient listed on the National Do Not Call Registry, or a fax to any recipient, without first obtaining express permission from the recipient to receive such communications from You;
- Send unsolicited communications that direct individuals to of Our e-Commerce services that reference Us;
- Create a false identity for the purpose of misleading others, impersonate another person, entity or Us (via the use of an email addressor otherwise) or otherwise misrepresent the source of any communication;
- Perform significant load or security testing without first obtaining Our written consent, or otherwise Interfere with other users' enjoyment of the Services;
- Engage in activity in connection with illegal peer-topeer file sharing;
- Remove any copyright, trademark or other proprietary rights notices contained in or on the Services or

https://keap.com/legal/aup

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Acceptable Use Policy (AUP) - Keap & Infusionsoft by Keap



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- Uptain or attempt to optain unauthorized access to, or materials or information from, any Services. accounts, computer systems or networks connected to any of the Services, including without limitation, through hacking, password mining or any other means;
- Violate in any manner the applicable guidelines published by the CTIA, the Mobile Marketing Association, the Self-Regulatory Principles as directed by the Digital Advertising Alliance and the Network Advertising Initiative or any other generally accepted industry associations, carrier guidelines or other industry, third party policies or requirements that We may communicate to You;
- Generate or facilitate any communications (including without limitation, SMS, MMS, or other text messages, calls, faxes, or push notifications) in violation of the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, or any other applicable law including anti-spam, telemarketing or telephone consumer protection laws or regulations;
- Violate any applicable policy, terms of use, or agreement with Us, including without limitation, Our Terms of Use, the Click to Call / Click to Text Beta Service Terms of Use, and DMCA Policy, as may be updated or amended from time to time; or
- Violate any other applicable laws or regulations.

7. Additional Requirements.

 All email lists used in conjunction with the services provided by Us are required to be 100% solicited (opt-in) lists, and You must have sufficient evidence, as determined in Our sole discretion, that all individuals in Your database have opted in or otherwise explicitly agreed to receive communications from You.

https://keap.com/legal/aup

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COMPLAINT

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DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 11/19/2021 1 Acceptable Use Policy (AUP) - Keap & Infusionsoft by Keap 2 Products v Try free Features v Pricing Interesting stuff ~ 3 be shared/duplicated/transferred between Our 4 individual applications. 5 All e-mail messages sent using the Services must use Our provided opt-out link, must include a valid 6 physical address of the sender and must contain a clear subject line that does not mislead the recipient 7 as to the contents of the e-mail. The opt-out link may 8 not be excessively "padded" with line- breaks or similar means to deceive recipients. Unsubscribe 9 requests must be processed immediately. 10 You must publish, enforce and abide by a privacy policy that protects Your customers' personal 11 information in Your possession or under Your control. 12 Such privacy policy at a minimum must be as stringent as Our Privacy Policy. In particular, You agree that You 13 will not sell, loan or in any way pledge or hypothecate the personal information of Your customers to any 14 other person or entity by way of joint venture or any other agreement. 15 16 8. Complaints. 17 A \$250 investigation fee may be assessed to Your account for each complaint of unauthorized 18 communication that We receive involving a Your 19 account. This non-refundable fee goes toward 20 confirming complaints either digitally or verbally between sources of complaints. "Complaints" may 21 include, but are not limited to, individual reports e-22 mailed to abuse@Keap.com, third-party Internet 23 Service Provider ("ISP") complaint notifications. notification from anti-spam organizations such as 24 "SpamCop" and internal heuristic research. 25 https://keap.com/legal/aup 8/10 26 27 28 137 COMPLAINT

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notification within the Services to notify You of the complaint.

If You do not take immediate remedial action to rectify any complaint, or in the event of widespread and/or repeated violations, or excessive complaints exceeding industry standards (currently < 0.1% on a per Email/ISP basis, but subject to change at any time), We reserve the right to suspend or terminate Your access to the Services until the situation has been resolved to Our satisfaction in Our sole discretion. In the event of suspension, Services can only be reinstated by meeting the criteria We determine to minimize and address complaints, and We may assess You a \$200 "Service Reactivation Fee" in addition to any investigation fees.

Infusionsoft is now Keap, learn why -

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16. Lyris Inc by and through its parent Aurea Inc, ("Aurea") have a Terms of Use Agreement for its 1 email marketing services, and sending unsolicited commercial email is similarly prohibited, in 2 terms listed below: 3 A) Customer may not use the Services to send unsolicited 5 email, whether it be commercial or non-commercial, and/or commercial email containing any 6 deceptive, unsubstantiated, or unfair marketing claim (collectively, "Spam"). B) Customer's email will be considered unsolicited if Customer's membership addresses are not 8 100% opt-in by Customer's members. If Customer's email addresses came from harvesting, a 9 purchased email list, another mailing list (even with the approval of t he ot her list owner or Service 11 Provider), or are compiled by any method other than by direct subscription from Customer's 12 members, then all messages sent to such addresses will be considered Spam under these Terms of 13 Use. 14 C) Customer's email will be considered Spam if it: (i) contains one or more deceptive or 15 unsubstantiated claims regarding products or services; and/or (ii) furthers, constitutes, or consists of 16 an unfair business practice. 17 18 D) [Under "Other Unacceptable Uses"] "Send email with an invalid "From:" or "Reply-to:" 19 address. All messages posted to Customer's list must contain valid email addresses that accurately 20 reflect the sender's identity." 21 E) Transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, yulgar, obscene, or 22 hateful content or content that is racially, ethnically, or otherwise objectionable, or that infringes 23 upon the rights of any third party [Paragraphs 8-12], as determined by Service Provider. 24 25 26 F) Impersonate any person, including, but not limited to, an official of Service Provider or an 27 information provider, or communicate under a false name or a name t hat Customer is not entitled 28 139

|| DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D or authorized to use. G) Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, any regulations having the force of law. H) Customer agrees to use the Services only for lawful purposes. 17. The Full "Aurea Email Marketing: Terms of Use for Saas" from which A-H are derived, is shown below, on next page, [with highlights] for reference: (continued next page) COMPLAINT

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CONTACT US (HTTPS://CONTENT.AUREA.COM/CONTACT-US-FORM) ENGLISH

Aurea

Software Library ~ Support & Services > Meet Aurea ~

(https://www.aurea.com/)

Aurea Email Marketing: Terms of Use for SaaS

These Terms of Use for SaaS apply to and are incorporated by reference into the ordering document (the "Quote") made by and between the Service Provider (as identified on the Quote) and the Customer (as identified on the Quote). Capitalized terms used but not defined herein have the meaning given to them in the SaaS Terms and Conditions or the Quote; If there are any conflicts or inconsistencies between a specific term or condition of these Terms of Use and a specific term or condition of the SaaS Terms and Conditions, the specific term or condition of these Terms of Use will control. Service Provider may, from time to time modify these Terms of Use by posting the revised Terms of Use to Service Provider's site. Service Provider will give sixty (60) days prior notice of any material changes. Customer's use of the Services following any modification will be deemed to be Customer's acceptance of any such modification.

1. Activation and Use of the Services.

- 1. Account Access. On or before the Term Start Date, Service Provider shall provide Customer with an account name and a password that will allow access to the Services. Customer shall be responsible for any and all activities conducted through its account, whether or not such activities have been authorized by Customer.
- 2 Registration Information. Upon Service Provider's request, Customer shall provide Service Provider with accurate and complete registration information with respect to Customer's use of the Services (including the identity, email addresses, and passwords of Customer's authorized hosted list administrators) and promptly update such information as changes occur
- 3. Content. Customer acknowledges that Service Provider is not responsible for and does not give any assurance to any person with respect to the validity, value, usefulness, or accuracy of any Content. Customer and any person using the Services solely and exclusively bears any risk associated with Content.
- 4. Lawful Use. Customer agrees to use the Services only for lawful purposes. Customer agrees that Service Provider (in its sole discretion) may monitor any and all aspects of the Services for the purpose of auditing compliance with the SaaS Terms and applicable Quote. Customer will inform its users that their use of the Services will constitute consent to such monitoring. If Customer or any of its users restricts or inhibits any other customer or user of the Services, then Service Provider may, in its sole reasonable discretion, terminate or suspend the right of Customer or Customer's user to use the
- 5. Customer Responsibilities. Customer shall be responsible for any failure to achieve volume or other commitments (as set forth in a Quote) that results from Customer's failure to comply with these Terms

- of Use and/or Service Provider's exercise of any remedy available to Service Provider for such failure. Customer will not be entitled to any refund, credit, or other relief for Services that are not provided due to Service Provider's exercise of any remedy available to Service Provider.
- 6. ISP Relations. Customer shall work with Service Provider, at Service Provider's request, to maintain relationships with Internet service providers (each, an "ISP"). Customer further acknowledges that Service Provider may be required by an ISP or other third party to impose additional or modified consent procedures with respect to Customer's email campaigns. Customer shall be responsible for handling customer service and abuse complaints related to Customer's email campaigns, including without limitation processing unsubscribe requests.
- Service Provider Right to Monitor. Service Provider has the right to periodically monitor and/or
 review Customer's compliance with these Terms of Use.
- 2. Hosted Email Marketing Services. The following terms and conditions apply to Customer's use of Service Provider's hosted email marketing-related Services:
 - 1. Prohibited Activities. Customer shall not employ any practices with respect to its email address lists that (in Service Provider's sole discretion) may increase the risk of ISP filtering, blacklisting, or blocking; or otherwise may negatively impact Service Provider's reputation with ISPs. Without limiting the foregoing, examples of prohibited activities include; sending messages to email addresses that have been purchased; sending messages to email addresses that have been harvested or scraped from sources on the internet; sending messages to email addresses collected by third parties; sending messages for the first time to email addresses collected more than 3 years prior; sending messages to lists with an unusually low response rate; or attempting to manipulate or avoid ISP filters or reputation systems. Customer may not use the Services for a one-time mailing to a list of members after which Customer deletes substantially all of the membership and creates a new list. Customer's membership must be a static; permanent list to which Customer adds or deletes new members and/or members subscribe or unsubscribe themselves in the ordinary course.
 - 2. Spamming Prohibited; Truth in Advertising. Customer may not use the Services to send unsolicited email, whether it be commercial or non-commercial, and/or commercial email containing any deceptive, unsubstantiated, or unfair marketing claim (collectively, "Spam"). Customer's email will be considered unsolicited if Customer's membership addresses are not 100% opt-in by Customer's members. If Customer's email addresses came from harvesting, a purchased email list, another mailing list (even with the approval of the other list owner or Service Provider), or are compiled by any method other than by direct subscription from Customer's members, then all messages sent to such addresses will be considered Spam under these Terms of Use. In addition, Customer's email will be considered Spam if it: (i) contains one or more deceptive or unsubstantiated claims regarding products or services; and/or (ii) furthers, constitutes, or consists of an unfair business practice. Customer shall be solely responsible for the substantiation of any and all claims made in all messages transmitted via the Services using Customer's account.
 - 3. Spamming Complaints. If Service Provider receives complaints that Customer has transmitted and/or continues to transmit Spam, in addition to any other rights that Service Provider may have under the SaaS Terms, Quote or under applicable law, Service Provider may at its sole option suspend Customer's use of the Services pending a reconfirmation of Customer's entire membership list. This reconfirmation may be required by Service Provider in any reasonable manner it determines in its sole judgment including, without limit, sending a single email to all of Customer's list members requesting confirmation of their wish to maintain their subscription to such list. Members who do not reconfirm within a reasonable time established by Service Provider may be deleted from the list in question.
 Service Provider agrees to use commercially reasonable efforts to contact Customer's designated list.

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administrator by email or phone before suspending Customer's use of a Services. Customer's consent will be requested before Service Provider contacts Customer's list members for the purposes of reconfirmation, however, if Customer does not consent to such reconfirmation, then Service Provider may immediately and without further notice to Customer terminate the applicable Quote.

- 4. Service Provider Remedies. If Service Provider determines in good faith that Customer has transmitted and/or continues to transmit Spam, in addition to exercising any other of its rights under the SaaS Terms, applicable Quote and applicable state or federal law, Service Provider will issue a one-time warning to Customer's primary contact's email address to cease such activity, after which if Spam transmission continues: (I) Service Provider may bring an action in any court of competent jurisdiction to enjoin such activity, it being understood that such activity may cause irreparable harm to Service Provider which may not be fully compensable by monetary damages, and (ii) Service Provider may recover from Customer monetary losses caused to Service Provider by such activity in an amount. equal to the greater of (a) \$500 for each such Item of unsolicited email that Customer has sent to each separate and identifiable e-mail address (which amount the parties agree is a fair and reasonable estimate of Service Provider's losses suffered thereby and is not a penalty) or (b) Service Provider's actual monetary loss, including, but not limited to, any damage, loss or expense (including reasonable attorney's fees) resulting from any third party claim made against Service Provider as a result of Customer's conduct in violation of this provision. In addition to the foregoing, Customer is responsible for reasonable costs incurred by Service Provider in bringing such actions, including its reasonable attorney's fees.
- 5. Other Unacceptable Uses. Additionally, Customer may not use the Services to:
 - 1. Send email with an invalid "From;" or "Reply-to:" address. All messages posted to Customer's list must contain valid email addresses that accurately reflect the sender's identity and Customer must be responsive to all replies from members of Customer's list, including unsubscribe requests. Customer may not refuse or ignore unsubscribe requests from members of Customer's list.
 - Harass; threaten; embarrass, or cause distress, unwanted attention; or discomfort to a person or entity.
 - Post or transmit sexually explicit images or other Content that is deemed by Service Provider to be offensive.
 - 4. Transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or hateful content or content that is racially, ethnically, or otherwise objectionable, or that infringes upon the rights of any third party, as determined by Service Provider.
 - Impersonate any person, including, but not limited to, an official of Service Provider or an Information provider, or communicate under a false name or a name that Customer is not entitled or authorized to use.
 - 6. Intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, any regulations having the force of law.
 - 7. Transmit any virus, malicious code, or anything destructive to a recipient's computer.
 - 8. Exceed any volume limitations included in the applicable Quote:
- Membership Confirmation. Any email sent to new members confirming membership on Customer's list may not include advertising or calls to action other than an appeal to confirm the member's subscription.
- 7. Unsubscribing. All list messages must include unsubscribe instructions in the body or footer of the message, so that members can unsubscribe themselves from the list. List owners must respond to member requests for manual removal from the list promptly, but in no event more than 10 days after the member's first request. Customer shall not discard email messages from members asking to be

DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 1 removed from Customer's list. Even if the user request for removal is aggressive, unfriendly, or otherwise rude, Customer should nonetheless make every attempt to help the user unsubscribe from 2 Customer's list and resolve the situation. 8 Suspension of Services. Service Provider has the right to suspend performance of its Services 3 described in a Quote in the event that Customer's bounce rate, unsubscribe rate, and/or number of recipient complaints are at a rate that is beyond the levels acceptable to an ISP through which 4 Customer's list is deployed, for any Customer use of the Services that Service Provider reasonably determines is in violation of these Terms of Use or is necessary to avoid damage to Service Provider 5 's systems, reputation, or business. Following any such suspension, the Services shall not be reinstated until Service Provider is reasonably satisfied that the activities resulting in such suspension 6 have been cured or shall cease. If Customer falls to so cure such activities within 30 days following 7 the suspension, Service Provider has the right to immediately terminate the applicable Quote upon written notice to Customer. 8 Updated: February 1, 2016. 9 10 **Products** 11 Unlimited (https://www.aurea.com/unlimited/). 12 Product Catalog (https://www.aurea.com/library/) 13 Customers Aurea helps global businesses accelerate digital Worx (https://community.aurea.com/). transformation with a software library that creates 14 unparalleled value and unlimited possibility. Support Resources (https://www.aurea.com/support/) 15 **GET IN TOUCH** 16 (HTTPS://CONTENT.AUREA.COM/CONTACT-US-About Aurea (https://www.aurea.com/about-aurea/) FORM) Leadership (https://www.aurea.com/about-aurea/our-17 leadership/) Blog (/blog/) 18 in (https://www.linkedin.com/company/aurea-software/) (https://twitter.com/AureaSoftware) 19 20 ©2021 Aurea, Inc. I Aurea is an ESW Capital Group (http://www.eswcapital.com/) Legal (/legal/) 21 company Privacy (/legal/privacy-statement/) 22 23 24 25 26 27 28 144 **COMPLAINT**

18. J2 Global similarly has a clear "terms of service" agreement with the following terms below: 1 A: You agree to comply with 2 all applicable laws, regulations, or conventions including those related to Do-Not-Call 3 provisions, email marketing, anti-spam, anti-phishing, data privacy, international 4 5 communications, and export of technical or personal data. 6 B: You are fully responsible for the content of your transmissions through the Services and agree 7 and acknowledge that you are the creator of all content, 8 C: ...J2 Global prohibits the use of the Services or 9 web sites by any person or entity that, encourages, promotes, provides, sells or offers to sell 10 products or content relating to illegal or fraudulent activities (or services related to the same): 11 12 including, but not limited to, illegal drugs; pirated computer programs; instructions on how to 13 assemble or otherwise make bombs, grenades or other weapons; material that exploits 14 children, encourages violence, spam, obscenity/sexually explicit, and similar activities. 15 16 D: The transmission of unsolicited telemarketing phone calls, faxes and email is regulated 17 in the United States under the Telemarketing Sales Rule*, the Federal Telephone 18 Consumer Protection Act*, the Can-Spam Act*, as well as other statutes and regulations, 19 20 and in Canada under the Telecommunications Act*, the Unsolicited Telecommunications 21 Rules* and PIPEDA* and may also be regulated under the laws of a number of other 22 countries, states and provinces. Unsolicited marketing in violation of such laws 23 through the Services is prohibited and a material violation of this Agreement. 24 25 19. J2 Global's full terms of service for the campaigner platform have been made available below 26 for ease of reference: 27 28

Terms and Conditions

Published: February 16, 2021

Effective: February 16, 2021 for new customers, March 1, 2021 for customers existing as of February 16, 2021

1. SCOPE OF AGREEMENT

The Services (as defined helow) that |2 Global Canada, Inc. ("]2 Global") provides to you are subject to the following terms of use ("Agreement"), |2 Global may automatically amend this Agreement at any time by (a) posting a revised Agreement on the |2 Global Websites, and/or (b) sending information regarding the amendment to the email address you provide to |2 Global.

THESE TERMS CONTAIN A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN THE "BINDING ARBITRATION AND CLASS ACTION WAIVER" SECTION. YOU MAY OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN "BINDING ARBITRATION AND CLASS ACTION WAIVER" SECTION.

YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE J2 GLOBAL WEBSITES TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS; YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SERVICES AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. Otherwise, this Agreement may not be amended except in writing signed by both you and J2 Global.

The most current version of the Agreement can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the boltom of our Web pages.

You may also have a signed written agreement which is expressly incorporated herein ("Written Agreement"), and which in conjunction with the Agreement and policies referred to herein, comprise the entire Agreement between J2 Global and you. The Written Agreement may contain different or additional terms which supersede terms in this document and may refer to earlier versions of these terms.

2. DESCRIPTION OF SERVICES

JZ Global provides you with access to email and email marketing services, and messaging services (Services). The Services, including any updates, enhancements and new teatures, are subject to this Agreement.

3. NO RESALE OF SERVICES

Your right to use the Services is personal to you and you agree not to resell the use of the Services.

4. PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

32 processes personal data in accordance with our Privacy Policy which is available at here https://www.campalgner.com/legal/privacy.aspx. We may update the Privacy Policy from time to time. You are encouraged to regularly review our Privacy Policy.

if you are a Customer and the Services involve the processing of personal data which is subject to the General Data Protection Regulation (EU) 2016/679, the "GDPR"), J2 Global is a processor and you are the controller in relation to such personal data (as defined in the GDPR), which is processed pursuant to this Agreement.

You retain control over the content of the Information you submit through our Services, and as such the types of personal data that are subject to processing cannot be categorized by J2 Global in these terms and conditions. It is assumed such personal data may include all categories of personal data relating to customers, or its customers own clients, customers, suppliers, employees, other personnel and/or other data subjects.

Customer may notify 12 Global of the categories of data subjects or types of personal data to be incorporated into these terms by using the contact details set out in the privacy policy.

As processor, 32 Global shall, in relation to personal data (as defined in the GDPR) provided by you or generated arising from the performance of the Services under this Agreement:

- 1. Process such personal data in accordance with these terms and conditions and otherwise comply with your documented (including email) instructions in connection with such processing. Where such instructions are provided orally, we shall keep a record of these. If at any point, 32 Global becomes unable to comply with your instructions regarding the processing of personal data (whiether as a result of a change in applicable law, or a change in your instructions, or for any other reason), 32 Global shall promptly:
 - I. North you of such inability, to the extent permitted by applicable law; and
 - Cease all processing of the affected personal data (other than merely storing and maintaining the security of the affected personal data) until such time as you issue new instructions with which J2 Global is able to comply.
- 2. Ensure personal data are kept confidential;
 - Take reasonable steps to ensure the reliability and trustworthiness of 32 Global's personnel and any subprocessors, and
 - II. Take reasonable steps to ensure that all relevant J2 Global personnel, and any relevant subprocessors, have committed themselves to ensuring the confidentiality of all personal data that they process;
- Ensure that, in each instance in which 32 Global engages a subprocessor, it shall notify you and:
 - Allow your a reasonable opportunity to object to the appointment of that subprocessor (and your authorization is deemed to be granted if you do not object within thirty (30) days of being notified of the proposed subprocessor);
 - II. Enter into a binding written agreement with the subprocessor that imposes on the subprocessor the same obligations that apply to J2 Global under this Agreement with respect to the processing of personal data; subject to compliance with the foregoing, you hereby generally authorize J2 Global toengage sub-processors in relation to the Services.
- 4. At your request and sole expense, promptly provide you with all reasonable technical and organizational assistance (taking into account the nature and functionality of the Services) necessary to respond appropriately to requests from individuals to exercise their rights under the GDPR.
- 5. At your request and sole expense, promptly provide you with all reasonable assistance necessary to enable you to: Notify relevant breaches of the GDPR to the relevant authorities and/or affected individuals;
 - Conduct data protection impact assessments, where required; and
 - If Obtain any necessary authorizations from any relevant regulatory authorities;
- 6. Delete (or, upon your request at or prior to termination, return) any personal data processed in the performance of the Services in J2 Global's possession within 180 days after the termination of expiry of this Agreement, other than data in relation to which J2 Global is a controller (which will be processed in accordance with our privacy

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policy) and unless the applicable law of the European Union or an EU Member State requires otherwise;

- 7. Al your request and sole expense:
 - Promptly provide you with all information necessary to enable you to demonstrate compliance with your obligations under the GDPR, to the extent that J2 Global is able to provide such information; and
 - II. Allow for and contribute to audits, including inspections, conducted by you your auditors or appointees, provided that such audit shall be during regular business hours, with reasonable advance notice to J2 Global and subject to reasonable confidentiality procedures. Before the commencement of any such audit, the parties shall murually agree upon the scope, timing, and duration of the audit. You may not audit J2 Global more than once annually, and
- 8. Notify you without undue delay in the event of:
 - I. Becoming aware of any personal data breach; or
 - Receipt of any correspondence or communication from any individual, regulatory authority or third party regarding the processing of personal data; and
- Apply appropriate technical and security measures to protect any such personal data against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to such personal data.1.

5. STORAGE OF MESSAGES

While your account is active, 32 Global will store messages sent and received through your 32 Global account, for a period of up to one year, in each case measured from the date of receipt of such message.

Contact lists are maintained while the account is in good standing, J2 Global shall maintain reasonable administrative, technical and physical safeguards to help protect the security, confidentiality and integrity of Customer intermation in its possession.

Customer acknowledges that J2 Global may change its practices and limitations concerning storage of messages, at any time and that notification of any such changes may be posted on the J2 Global Websites. Customer further agrees that this feature is provided as a convenience to Customer only and J2 Global and its parents), partner(s), subsidiary(ies), and affiliate(s) ('Affiliates') have no responsibility or liability whatsoever for the deterion, loss, disclosure of, or failure to store, any messages and/or other communications maintained or transmitted by the Services.

6. CHARGES

You agree to pay all charges for your use of the Services according to the payment plan applicable to your Services, and in effect for your country of residence. Except as otherwise provided in your Written Agreement, 32 Global reserves the right to change prices or institute new charges for access to or use of J2 Global Services unless you have a signed Written Agreement with J2 Global. All changes will be posted by J2 Global on the J2 Global Websites and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of the Services or non-termination of your J2 Global account after changes are posted constitutes your acceptance of the prices as modified by the posted changes.

Charges for Services may include activation, recurring subscription, and usage fees. Your activation and recurring subscription fees are payable in advance and are COMPLETELY NON-REFUNDABLE. Usage charges are charged as and when such charges are incurred or by accumulating such charges (in the sole discretion of J2 Global) in accordance with the usage rates applicable to each of the Services you use.

Your payment plan may include a monthly allowance of free emails, or contacts. In the event that you have exceeded your rate plan's ellotted allowance you will be automatically charged usage fees for such each email or contact in excess of your monthly allowance. Unused allowances are not transferrable from month to month.

Payment of your J2 Global account balance is due monthly and, unless you have a qualified business account, must be made by the credit card designated by you for J2 Global use and transactions. If your J2 Global account is a qualified business account and is approved by J2 Global for corporate billing, charges will be accumulated, identified by Customer identification number and invoiced on a monthly basis.

If you subscribed for Services pursuant to a special offer granting you a free trial period, your activation fee and an initial monthly Services fee will BE PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (meaning the amounts pre-authorized will not be considered available credit or debit funds in such account) and will be immediately charged to your credit or debit card, without further authorization from you, upon the expiration of such free trial period, unless you provide prior notice (in accordance with J2 Global verification procedures, as may be established by J2 Global from time to time in its sole discretion) that you have terminated this authorization. Such notice will not affect charges submitted before J2 Global reasonably could act on your notice.

Charges are to be paid on a monthly basis in the currency in which billed. A failure to pay the charges is a material breach of this Agreement and grounds for termination by J2 Global, if the payment method for your J2 Global account is by credit card and payment is not received by J2 Global from the card issuer or its agents, you agree to pay all amounts due upon demand by J2 Global. Each time you use the Services, or allow or cause the Services to be used, you agree and reaffirm that J2 Global is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with J2 Global, and you must refer to such agreement (not this Agreement) with respect to your rights and llabilities as a cardholder. You agree that J2 Global may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that J2 Global may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.

You agree that J2 Global may submit charges for your usage fees and recurring subscription fee each month or year, without further authorization from you, until you provide prior notice (in accordance with J2 Global's verification procedures, as may be established by J2 Global from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before J2 Global reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact J2 Global's Customer Support within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by J2 Global in accordance with this Agreement.

All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law and only as applicable. Canadian residents will be charged G.S.T. and P.S.T. as applicable, if the Customer resides outside of Canada, the place of residency will be deemed not to be Canada unless J2 Global is notified otherwise. If your residency status changes, you must notify J2 Global and may be required to provide a mailing address and proof of residency. Non-Canadian residents will be deemed not to have registered for G.S.T unless J2. Global is notified otherwise.

For Campaigner these terms apply:

If you subscribed to a Contact Based Subscription Plan ("Contact Plan") the subscription fees are based on the highest number of subscribers of contacts in your account at any time, While your fees may increase as your contact list grows, the fees will not be reduced as the numbers of contacts diminish unless you contact JZ Global Gustomer Support. For the

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purposes of this Agreement, each unique email address will count as one subscriber or contact.

Should J2 Global deem your cumulative account activity, including but not limited to factors such as high send volume or large contact lists, to be detrimental to J2 Global's ability to provide Campaigner services to you or to other customers, J2 Global reserves the right in its sole discretion to move you to a Volume Subscription Plan.

Repeated uploading and removing of unique email addresses in an attempt to circumvent 32 Global's Fee Schedule and billing procedures is prohibited.

If you putchased a "Pay as you Go" plan you will be charged for emails on a per campaign basis. The price list published at www.campaigner.com determines the charge per email in effect at the time the campaign is delivered: "Pay as you Go" plans must be used within 12 months of purchase. Any balance remaining after 12 months is NON-REFUNDABLE.

7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires you to open an account, you must complete the sliph-up process by providing us with current complete and accurate information as prompted by the applicable registration form. You agree to notify J2 Global promptly of any changes to this information as required to keep it current, complete and accurate. You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any end all activities that occur by all users associated with your account.

You agree to notify J2 Global immediately of any unauthorized use of your account or any other breach of security. J2 Global will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by J2 Global or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

8. USE OF SERVICES / CUSTOMER RESPONSIBILITIES

You represent and warrant that you are at least 18 years of age or, as applicable, the ege of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You agree to be financially responsible for your use of the Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement:

You must:

- 1. Abide by any prohibitions on use set forth in or referenced by this Agreement.
- Cobain and pay for all equipment and third-party services (e.g., telephone and computer equipment) required for you to access and use the Services;
- Maintain the security of your password, PIN number and other confidential information relating to your account and;
- 4. Be responsible for all charges resulting from use of your account, including unauthorized use prior to your notifying J2 Global of such use and taking steps to prevent its further occurrence.
- Abide by the terms in the "Additional Terms for SMS," if you use the Services for SMS, messading.

Images hosted by J2 Global on J2 Global controlled servers may only be used in connection with the Services and for no other purpose whatsoever. To the exient you use images provided by J2 Global, J2 Global hereby grants to you'a limited, non-exclusive, non-

transferable sublicense to use the images in an unaltered state solely in connection with your use of the Services.

9. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by this Agreement and any notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any 32 Global server, or the network(s) connected to any 32 Global server, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to grin unauthorized access to any Services, other accounts, computer systems or networks connected to any J2 Global server or to any of the Services, through tracking, password mining or any other means. You will not use or register the name J2 Global or any other trade name or trade mark of J2 Global without express, prior permission, and you will not obstruct the identification procedures used by J2 Global In the Services.

You represent that you comply with applicable law relating to your activities under this Agreement, including but not limited to privacy and data protection laws and applicable rules established by the Federal Communications Commission and the Federal Trade Commission. You represent that the information submitted for transmission via the J2 Global network for the Services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws including, but not limited to, encouraging conduct that would constitute a criminal offense, intringe third party rights, give rise to civil liability or otherwise violate any local, provincial, state, national or other law.

You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including those related to Do-Not-Call provisions, email marketing, anti-spam, anti-phishing, data privacy, international communications, and export of technical or personal data.

You are fully responsible for the content of your transmissions through the Services and agree and acknowledge that you are the creator of all content, and that J2 Global is not the author or publisher of any content and J2 Global does not rent or sell lists of any kind. J2 Global simply acts as a passive conduit for you to send and receive information of your own choosing.

You shall not use the Services to store:

- Any "protected health information" (as such term is used in the Health insurance Ponability and Accountability Act of 1996, Pub. L. No. 104-191), or
- 2. Any other type of information that imposes independent obligations upon J2 Global.

In accordance with its Prohibited Use Policy J2 Global prohibits the use of the Services or web sites by any person or entity that, encourages, promotes, provides, sells or offers to sell products or content relating to illegal or fraudulent activities (or services related to the same); including, but not limited to, illegal drugs; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons; material that exploits children, encourages violence, spam, obscenity/sexually explicit, and similar activities.

This is not an exhaustive list, and J2 Global, in its sole discretion, may determine whether your use is prohibited and its determination shall be final, binding and conclusive for all purposes under this Agreement. J2 Global will terminate your use of its Services if J2 Global determines such prohibited content or use is in violation of this Agreement.

Any information stored on the JZ Global servers that is deemed to be unlawful or in contravention of trils Agreement or legal and regulatory requirements may be deleted at any time by JZ Global without notice. JZ Global reserves the right to remove any image which contravenes this Agreement without notice to you.

DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D J2 Global does not 2 Represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Services. 3 Assume liability for any harassing, offensive or obscene/sexually explicit material distributed through the Services by you or others under your account. Assume any liability for any material distributed through the Services by you or others. 4 under your account which is distributed in violation of any third party's copyright or other intellectual property right. 5 Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account including, as applicable, but not limited to, the Telecommunications Act, S.C. 1993, c. 38, as amended (Telecommunications Act, 6 Canadian Radio-television and Telecommunications Commission Unsolicited Telecommunications Rules, as may be amended from time to time (the Unsolicited 7 Telecommunications Rules), the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended, (PIPEDA), the Telephone Consumer 8 Protection Act of 1991, FTC regulations, and the Can-Sparn Act. J2 Global reserves the right at all times to disclose any information as J2 Global deems 9 necessary to satisfy any applicable law, regulation, legal process or governmental request, J2 Global reserves the right but is not obligated to review the content of any of your messages 10 for compliance with this Agreement and other legal requirements upon receipt of a complaint. J2 Global further reserves the right to take any other action with respect to the Services that 11 J2 Global deems necessary or appropriate, in its sole discretion, if J2 Global believes you or your information may create liability for J2 Global or others, compromise or disrupt the Services for you or other Customers, or cause J2 Global to lose (in whole or in part) the 12 services of J2 Global's ISPs or other suppliers. You agree to indemnify and hold J2 Global (and its Affiliates and Suppliers) and its agents, 13 business associates, resellers, licensors, and suppliers (collectively, Suppliers) harmless from any and all direct, indirect or consequential claims, losses, damages, judgments, expenses 14 and costs (including, but not limited to, any attorney's fees and expenses) arising out of your use of the Services, your violation of the Agreement, and the delivery of any of your 15 messages and documents using the Services, or the Infringement of any trademark or copyright by you. 16 10. OWNERSHIP 17 All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Services are wholly owned by J2 Global and/or its 18 licensors and service providers except where expressly stated otherwise. 19 11, UNSOLICITED MARKETING 20 in the United States under the Telemarketing Sales Rules, the Federal Telephone 21 and in Canada under the Telecommunications Acr, the Unsolicited Telecommunications Rules* and PIPEDA* and may also be regulated under the laws of a number of other

The transmission of unsolicited telemarketing phone calls, faxes and email is regulated Consumer Protection Act*, the Can-Spam Act*, as well as other statutes and regulations, countries, states and provinces. Unsolicited marketing in violation of such lows through the Services is prohibited and a material violation of this Agreement.

As a Campaigner Customer, you agree to abide by the terms of the Campaigner Anti-Sparn Policy, available at https://www.campaigner.com/legal/anti-spam-policy/.

12. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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THE SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ÁRISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO THE SERVICES OR ANY OTHER PRODUCT, DOCUMENTATION OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH. 12 GLOBAL FURTHER EXPRESSLY DISCLAIMS GUARANTEE OF CONTINUED AVAILABILITY OF THE SERVICES OR ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, MARKETING LITERATURE OR COLLATERAL OR STATEMENTS REGARDING PERFORMANCE OF THE SERVICES BY 12 GLOBAL WHICH IS NOT CONTAINED IN THIS SECTION SHALL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION, AND SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON 12 GLOBAL.

NONE OF J2 GLOBAL NOR ANY OF ITS AFFILIATES OR SUPPLIERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS OR OTHER DIFFICULTIES OUTSIDE OF J2 GLOBAL OR ANY SUCH AFFILIATES' OR SUPPLIERS' CONTROL WHICH COULD LEAD TO ANY DELAY, INTERRUPTION OR MISDIRECTION OF FAX, VOICE OR DATA DELIVERY. SERVICE TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY PHONE OR FAX MACHINES, DATA STORAGE AND/OR-DELIVERY SERVICES.

THE AGGREGATE LIABILITY OF J2 GLOBAL, IT'S AFFILIATES OR SUPPLIERS, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH OR FAILURE OF AN ESSENTIAL PURPOSE), TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURENCES SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNTS PAID BY CUSTOMER TO J2 GLOBAL WITH RESPECT TO THE SERVICES GIVING RISE TO THE CLAIM, IN NO EVENT SHALL J2 GLOBAL, ITS AFFILIATES OR SUPPLIERS OR AFFILIATES OF ANY OF THEM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF BUSINESS, LOSS OF REVENUES OR PROFITS, LOSS OF DATA OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERIES, SERVICE INTERRUPTIONS, PERFORMANCE OR FAILURE OF THE INTERNET OR J2 GLOBAL INTERNET SERVICE PROVIDER, OR DELETION OR FAILURE TO SAVE DELIVERIES), EVEN IF J2 GLOBAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE

IN THE EVENT APPLICABLE LAW DOES NOT PERMIT SUCH EXCLUSIONS TO BE COMPLETELY DISCLAIMED, THESE EXCLUSIONS SHALL BE INTERPRETED AS NECESSARY TO GIVE J2 GLOBAL THE FULL BENEFIT OF ANY DISCLAIMER OR LIMITATION AS PERMITTED BY APPLICABLE LAW.

13. TERMINATION

If you are an Online or month-to-month Subscriber or have a "Pay as you Go" account You may cancel the Services at any time by calling 1-888-845-4544 or 1-613-216-7422.

If you have a signed Written Agreement with J2 Global the termination provision found in the Written Agreement applies

J2 Global reserves the right to suspend or terminate Services if J2 Global, in its sole discretion, believes that the Services are used for a purpose that is unlawful or prohibited by this Agreement or any notices.

J2 Global shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. J2 Global shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent message to you or any third party. Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agraement prior to the time that such termination becomes effective.

14. JURISDICTION AND GOVERNING LAW

If you have a billing address in the United States:

You agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California (except its choice of laws rules), and you hereby consent to jurisdiction in California and that all disputes shall be tried by an arbitrator in the county of Los Angeles, California. You expressly waive any right, and agree not to have any dispute under the Agreement tried or otherwise determined by a jury, except where required by law.

If you have a billing address outside the United States:

You agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (except its choice of laws rules), and you hereby consent to the jurisdiction of such province and agree that all disputes shall be tried in the city of Ottawa; Ontario. You expressly waive any right, and agree not to have any dispute under the Agreement tried or otherwise determined by a jury, except where required by law.

15. SURVIVAL

Any exclusion or limitation of J2 Global's liability specified in this Agreement shall survive the expiration or termination of this Agreement for any reason.

16. EXPORT CONTROLS

The Services, including any software we may provide in connection with those Services, may be subject to applicable U.S. export control laws and economic sanctions regulations. In receiving this software or our Services, you agree to comply strictly with all domestic and international export laws and economic sanctions regulations as they apply to this software and our Services, and to the extent consistent with these Terms, to obtain any necessary license or other authorization to export, re-export, or transfer such software or our other aspects of our Services. These laws include restrictions on destinations, End Users, and end use. Without limitation, you may not transfer any such software or other aspect of our Service without U.S. government authorization to any entity on a U.S. government exclusion list (e.g., the Department of Commerce's List of Denied Persons, Entity, or Unvertited List, and the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List). You represent that you are not on a U.S. government exclusion list or under the control of or an agent for any entity on such a list, and you further warrant that you will immediately discontinue use of our software and Services if you become placed on any such list or under the control of or an agent for any entity placed on such a list.

17. BINDING ARBITRATION AND CLASS ACTION WAIVER

This section applies to you if you have a billing address in the United States.

YOU AND WE AGREE THAT ALL DISPUTES AND GLAIMS BETWEEN YOU AND US SHALL BE SETTLED BY BINDING ARBITRATION INSTEAD OF IN COURTS OF GENERAL JURISDICTION, THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED AND INCLUDES; BUT IS NOT LIMITED TO, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, OUR

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SOFTWARE, OUR WEBSITE, THE TERMS OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND US. YOU AGREE THAT, BY AGREEING TO THE AGREEMENT, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THIS ARBITRATION PROVISION DOES NOT PRECLUDE YOU FROM BRINGING ISSUES TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL AGENCIES. SUCH AGENCIES CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE TERMS AND THE TERMINATION OF YOUR ACCOUNT.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be addressed to: Campaigner, ATTN: Legal Department, 700 S. Flower St., Suite 1500, Los Angeles, CA 90017, USA ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific reflef sought ("Demand"). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitration, the amount of any settlement offer made by us any, to which you or we are entitled. You may download or copy a form Notice and a form to initiate arbitration at www.jams.com. If you are required to pay a filing fee, after we receive notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000.

The arbitration will be governed by the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Expedited Arbitration Procedures (collectively, "JAMS Rules") of JAMS, as. modified by the Terms, and will be administered by JAMS. JAMS Rules and Forms are available online at www.jamsadr.com. The arbitrator is bound by the Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless you and we agree otherwise, any arbitration hearings will take place by video or telephone conference. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by JAMS Rules. If your claim exceeds US\$10,000, the right to a heading will be determined by JAMS Rules. Regardless of the manner in which the arbitration is conducted. the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement.

We may make a written settlement offer anytime before an arbitrator is selected. If the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected (or if we did not make a settlement offer before an arbitrator was selected), then we will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filling, administration and arbitrator fees will be governed by JAMS Rules.

18. ADDITIONAL TERMS FOR SMS MESSAGING

Use of our Services for SMS massaging is subject to the following terms, in addition to the other terms of this Agreement.

YOU ARE SOLELY RESPONSIBLE FOR ALL USE (WHETHER OR NOT AUTHORIZED) OF THE SERVICES, INCLUDING ANY SMS MESSAGING SERVICES, UNDER YOUR ACCOUNT. YOU AGREE TO BE SOLELY RESPONSIBLE FOR ALL ACTS AND OMMISSIONS OF YOUR OWN END USERS.

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YOU MAY SEND SMS MESSAGES ONLY IN COMPLIANCE WITH APPLICABLE LAW, WHICH MAY INCLUDE THE TELEPHONE CONSUMER PROTECTION ACT AND ANY AMENDMENTS TO THE ACT, AS WELL AS ANY FCC AND FTC IMPLEMENTING REGULATIONS. IT IS SOLELY YOUR RESPONSIBILITY TO COMPLY WITH APPLICABLE LAW ON SMS MESSAGING, AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, YOU AGREE TO FULLY DEFEND AND INDEMNIFY JZ GLOBAL AGAINST ANY THIRD PARTY CLAIM ARISING OUT OF, OR IN ANY WAY RELATED TO; YOUR USE OF THE SMS MESSAGING FEATURES OF OUR SERVICE.

USE OF SMS MESSAGING SERVICES TO SEND MESSAGES TO RECIPIENTS WHO HAVE NOT PROVIDED EXPLICIT WRITTEN CONSENT TO RECEIVE SMS MESSAGES, OR WHO ARE ON A "DO NOT CALL", LIST, IS EXPRESSLY PROHIBITED.

J2 GLOBAL MAY SUSPEND OR TERMINATE SMS SERVICES AT ANY TIME WITHOUT NOTICE IF J2 GLOBAL DETERMINES IN ITS SOLE DISCRETION THAT SMS SERVICES ARE BEING USED IN VIOLATION OF THIS AGREMEENT OR ANY APPLICABLE LAW OR REGULATION, YOU AGREE NOT TO HOLD J2 GLOBAL RESPONSIBLE FOR ANY SUCH SUSPENSION OR TERMINATION OF SERVICES.

Use of SMS messaging is further subject to the terms set forth in Schedule 1.

Schedule 1

End-User means; an end-customer of J2 Global who has entered into a contract with J2 Global for the supply of the dotdigital Products. Capitalized terms not defined in this Schedule 1 shall have the same meaning given to the in the terms and conditions at https://dotdigital.com/terms.

1. End-User's Obligations.

- I. The End-User warrants that it shall not: (a) use the Doldfgital Services in any way so as to bring the Dotdigital Services or dotdigital into disrepute; (b) use the Dotdigital Services to send unsolicited or unauthorised advertising, promotional material, 'junk mall', 'spam', 'chain letters' or pyramid schemes including but not be limited to illegal goods or dotdigital Services, internet leadgen, multi-level marketing, affiliate marketers, marketing or sending of commercial messages without proper express consent (unless agreed by dotdigital otherwise), or payday loans; (c) forge headers or otherwise manipulate Identifiers in order to disguise the origin of any content or materials transmitted through the Dotdigital Services; (d) use the Dotdigital Services in a manner which is unlawful, herinful, threatening, abusive, harassing, tortious, indecent, obscene; libellous, menacing or invasive of another person's privacy; (e) use the Dotdigital Services in a manner which infringes the Intellectual Property, proprietary or personal rights of any third party, including data subjects: (f) misuse the Site by introducing viruses, trojans, worms, logic bombs or other material which is technologically harmful; (g) attempt to gain unauthorised access to the Site or Doldigital Services, the server on which the Site or Doldigital Services are stored or any server, computer or database connected to the Site or Dotdigital Services; or (h) attack the Site or Dotdigital Services via a denial-of-service attack or a distributed or malicious denial-of service attack.
- It. The End-User warrants that it shall: (a) comply and ensure that its use of the Dotdigital Services complies with all Codes applicable to the country in which the End-User is registered and recipients of messages reside; (b) provide all reasonable assistance required by tibidigital to enable dotdigital to comply with any requirements or conditions imposed by such Codes; (c) provide, dotdigital, relevant authority, user group or regulator of the Codes with all information or material reasonably requested in order to carry but any investigation in connection with the End-User's use of the Dotdigital Services; and (d) not use

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the Dotdigital Services to upload or send to records purchased, rented or acquired from a third party in any way. Dotdigital has no responsibility or liability whatsoever howsoever arising directly or indirectly to the End-User for the content of any messages sent using the Dotdigital Services or messages being sent to recipients in breach of the End-User's obligations contained in this clause 5.2.

III. In relation to email messages sent using the Dotdigital Services, End-User warrants that: (a) the End-User will Identify liself in every small according to applicable law, but at least with postal address, register number, phone number, email address data and tax registry, where applicable; and (b) it will not use the Service to send email communications advertising or promoting email fists or services supporting unsolicited bulk email. Any End-User who uses the Dotdigital Services to promote or advertise email lists or services supporting unsolicited bulk email will have their account disabled without notice and with immediate effect and no refund of Charges or other payments to dotdigital will be made. Unsolicited bulk email support services may include but are not limited to: services providing service to known spam operations listed on Register of Known Sparn Operations (ROKSO), services providing bulletproof hosting for spam service purposes, services obluscating or anonymising spam senders, services selling or providing hosting for the sales or distribution of spanware or address lists, and networks knowingly hosting spammers as either stated or de facto policy.

Dotdigital accepts no responsibility or liability to the End-User for any direct or indirect loss or damage that may arise under this clause 5.3.

- IV: In relation to SMS messages sent using the Dotdigital Services, End-User warrants that (c) it will not attempt to use Dotdigital Services to access or allow access to emergency services or impersonate any other entity; and (t) if End-User has purchased a short code, then End-User will not change the use of that short code from the use stated in any documentation in relation to approval of the short code without first obtaining an amendment to any application for approval of the short code under the new use, Further, should End-User make use of a long telephone number(s), dotdigital reserves the right to reclaim any phone number from End-User's account if, in dotdigital's opinion, End-User does not send sufficient traffic over that phone number such that the phone number is undertilized. Dotdigital accepts no responsibility or liability to the End-User for any direct or indirect loss or damage that may arise under this clause 5.4:
- V. dotalgital monitors messages created by the End-User sent through the dotalgital Services. If dotalgital considers in its reasonable opinion that the End-User is sending messages through the dotalgital services in breach of clause 5.1 to 5.4 above, dotalgital may at absolute discretion (taking into account the End-User's track record of use of the Dotalgital Services); (a) suspend provision of the Dotalgital Services; (b) block End-User's access to the Dotalgital Services for such thine as in each case is reasonable; and (c) add any recipient contact details to its global suppression ifs ("GSL"). Dotalgital will usually provide the End-User with prior notice of any suspension, blocking or addition of an email to the GSL, unless immediate action is necessary in the circumstances. Dotalgital accepts no responsibility or liability to the End-User for any direct or indirect loss or damage that may arise under this clause 5.5.
- Ví. Where dotdigital suspends of blocks access to the Dotdigital Services pursuant to clause 5.5 above, a member of the dotdigital compliance team shall contact the End-User to: (a) inform the End-User of the action taken or proposed action (where applicable) giving use to the suspension; (b) explain why the access to the Dotdigital Services is suspended or blocked; (c) to inform the End-User of the remedial actions that the End-User needs to take to recitly the issues with the End-User's use of the Dotdigital Services; (d) inform the End-User's use of the End-User's use of the End-User

User of any applicable de-listing fee payable to dottigital (if necessary and determined in dotdigital's sole discretion); and © to agree on the timescale for the End-User to take the necessary remedial actions. Dottigital shall only reactivate the Dottigital services once the End-User has taken the remedial actions within the timescale actions, if the End-User fails to take the remedial actions within the timescale agreed, dottigital reserves the right to terminate these Terms upon giving notice to the End-User and the End-User shall become Immediately liable to pay all outstanding fees for remainder of the unexpired Term.

- VII. The End-User will keep its password and other access details for use with the Doidigital Services confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. The End-User shall notify doidigital immediately if it believes that such information is no longer secret. The End-User is solely responsible for all activities resulting from use of the End-Users password or account. The End-User will not permit any person to access the Dotdigital Services for any unauthorised purpose that would constitute a breach of these Terms:
- VIII. Without prejudice to its other rights in these Terms dotdigital reserves the right to prevent the sending of any messages forming part of the Dotdigital Services or any other item or material made available via the Dotdigital Services by the End-User at any time and without notice, where the content is in dotdigital's reasonable opinion a breach of these Terms, Dotdigital accepts no responsibility or liability to the End-User for any direct or indirect loss or damage that may arise under this clause 5.8:
- IX. The End-User is not permitted to conduct vulnerability scanning, or any form penetration testing against the doldigital Services or application servers.
- 2. Ownership & Use of the Intellectual Property Rights
 - I. dotdigital hereby grants to the End-User a personal, non-exclusive and non-transferable licence to use the Intellectual Property and/or Materials for the duration of these Terms strictly in accordance with these terms only. End-User shall not be entitled to use the Intellectual Property and/or Materials for any other purpose than the use of the Dotdigital Services, including, without limitation, that the End-User shall have no right to copy, translate, reproduce, adapt, reverse engineer, decompile, disassemble, create derivate works, modify, sell, rent, lease, transfer, assign, sub-scence, make any representations, warrantles or guarantees with regard to the intellectual Property and/or Materials in whole or part except as permitted by law.

20. Paragraph's 13-19 intend to establish that the email marketing platforms of Aurea and Keap were used without the permission to send the UCE's complaint of in this litigation. This next paragraph intends to demonstrate that all of the UCE advertisements contain *at least* one domain name that is owned by Aurea OR Keap OR J2 Global. The relevance of this is explained in section "Relevance to South Dakota Cause of Action" which comes later in this complaint. Whether or not visible in the screenshots of the UCE's in paragraphs 8-12, each UCE contains one-or-more domains belonging to Keap OR Aurea OR J2 Global, depending on which of the three company's platforms were used (abused) to send that particular UCE. Some-or-all of the "clickable links" in the UCE's are not URL's (domains) belonging to John Doe sender, EverQuote, or even to the true landing page that the UCE takes the recipient to once they click on the link. Rather, these links belong to Aurea OR Keap OR J2 Global and "redirect" elsewhere, to redirecting domains which generally are no longer valid or functional. However, what is important herein is which domains are used in the clickable links (which belong to Aurea OR Keap OR J2 Global respectively.) The following is a non-exhaustive list of all the links/domains in the "main clickable part" of the email advertisements, sorted by which company they belong to:

Domains belonging to Keap contained in the UCE's

https://fk934.infusion-links.com/api/v1/click/4967282494537728/4604439912906752
https://wu782.infusion-links.com/api/v1/click/5798708781645824/5772670223646720
https://cu939.keap-link003.com/api/v1/click/6187884710592512/5204545628405760
https://ge972.infusion-links.com/api/v1/click/4585531730427904/5158501028855808
https://wu782.infusion-links.com/api/v1/click/4740095854116864/5772670223646720
https://wu782.keap-link005.com/api/v1/click/6244183217405952/5772670223646720
so on and so fourth.

	11			
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. 1	Domains belonging to Aurea contained in the UCE's			
2	http://www.uptilt.com/c.html?			
3	ufl=7&rtr=on&s=lmzp,2r8uz,5mvg,2j59,5fbx,abrp,iyxi&EMAIL_ADDRESS=ketosoup97@gmail.			
4	<u>com</u>			
5	http://www.uptilt.com/c.html?			
6	ufl=6&rtr=on&s=lmzp,2r829,5o9t,jvrk,32ro,9ib2,icjd&EMAIL_ADDRESS=ketosoup97@gmail.co			
7	m			
8	http://www.elabs6.com/c.html?			
9				
10	ufl=5&rtr=on&s=7cn9g,2wcgr,ccrb,11ak,49ku,7qrb,2ub4&EMAIL ADDRESS=ketosoup97@gma			
11	<u>il.com</u>			
12	http://www.elabs6.com/c.html?			
13	ufl=5&rtr=on&s=7cn9g,2wc45,ccrb,79mw,22e9,7qrb,2ub4&EMAIL_ADDRESS=ketosoup97@gm			
. 14	<u>ail.com</u>			
15 16	http://www.elabs6.com/c.html?			
17	ufl=5&rtr=on&s=7cn9g,2wdm8,ccrb,bjt6,3wkf,7qrb,2ub4&EMAIL ADDRESS=ketosoup97@gma			
18	<u>il.com</u>			
19				
20	Domains belonging to J2 Global contained in the UCE's			
21	http://link.emaildir2.com/click/3uzc-2eogy6-7dsyp4-h91h30g0/			
22	pmreg33oorqwg5boivwwc2lmei5ce23forxxg33voa4toqdhnvqws3bomnxw2it5			
23	http://link.emaildir2.com/click/3uzc-2f0p53-9cqkud-h91h30g4/			
24				
25	http://link.emaildir2.com/click/3uzc-2exse9-8wyv4n-h91h30g5/			
26	http://link.emaildir2.com/click/3uzc-2evwz4-8o303j-h91h30g0/			
27	pmreg33oorqwg5boivwwc2lmei5ce23forxxg33voa4toqdhnvqws3bomnxw2it5			
28	160			
	COMPLAINT			

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		so on and so fourth
	1	SO ON MIN SO TOMAN
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	3	21. Of all the links listed in paragraph 20, we only have a handful of domain names which repeat in
	4	a pattern throughout the UCE's. Those domains are:
	5	A. For Aurea: infusion-links.com, keap-link005.com, keap-link001.com, keap-link003.com,
	6	B. For Keap: elabs6.com, uptilt.com
	7	C. For J2 Global: emaildir2.com
	8	22. The domains which were listed as links in 20, and sorted into unique "domains" in 21, can be
	9	demonstrated as belonging to "Keap" OR "Aurea" OR "J2 Global", through publicly available
	11	whois data as follows:
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•	21	(continued next page)
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•	26	
	27	
	28	161
		COMPLAINT

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DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D
                 23a. infusion-links.com:
             1
                    1 DOMAINTOOLS
                                                PROFILE - CONNECT -
                                                                           MONITOR -
             2
                                                                                                       Whois Lockun
                                                                                                                            Q
             3
                   Whois Record (last updated on 2022-03-28)
             4
                     Domain Name: infusion-links.com
                     Registry Domain ID: 2489247613 DOMAIN COM-VRSN
Registrar WHOIS Sarver: whois markmonitor.com
             5
                    Registrar URL: http://www.markmonitor.com
Updated Date: 2022-01-06709:40:02+0000
             6
                     Creation Date: 2020-02-06T19:26:37+0000
                     Registrar Registration Expiration Date: 2024-02-06700:00:00+0000
             7
                     Registrar: MarkMonitor, Inc.
                     Registrar IANA ID: 292
             8
                     Registrar Abuse Contact Email: abusecomplaints@markmonitor.com
                     Registrar Abuse Contact Phone: +1:2083895770
                     Domain Status: clientUpdateProhibited (https://www.icann.org/epp#clientUpdateProhibit
             9
                     Domain Status: clientTransferProhibited (https://www.icann.org/epp#clientTransferProh
            10
                     ibited)
                     Domain Status: clientDeleteProhibited (https://www.icann.org/epp#clientDeleteProhibit
                     ed)
            11
                     Registrant Organization: Infusion Software
                    Registrant State/Province: AZ
Registrant Country: US
Registrant Email: Select Request Email Form at
            12
                     https://domains.markmonitor.com/whois/infusion-links.com
            13
                    Admin Organization: Infusion Software Admin State/Province; AZ
                    Admin Country: US
Admin Country: US
Admin Email: Select Request Email Form at
https://domains.markmonitor.com/whois/infusion-links.com
            14
            15
                    Tech Organization: Infusion Software
Tech State/Province: AZ
                    Tech Country: US
Tech Email: Select Request Email Form at
https://domains.markmonitor.com/whois/infusion-links.com
            16
            17
                     Name Server: ns-cloud-al.googledomains.com
                    Name Server: ns-cloud-a2.googledomains.com
Name Server: ns-cloud-a4.googledomains.com
Name Server: ns-cloud-a3.googledomains.com
            18
                    DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
            19
                    For more information on WHDIS status codes, please visit:
           20
                       https://www.icann.org/resources/pages/epp-status-codes
                    MarkMonitor Domain Management(TM)
           21
                     Protecting companies and consumers in a digital world.
           22
                     Visit MarkMonitor at https://www.markmonitor.com
                    Contact us at +1.8007459229
In Europe, at +44.02032062220
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                                    23b. keap-link005.com
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                                         DOMAINTOOLS.
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                                                                                                                                                        MONITOR -
                                                                                                                                                                                     SUPPORT
                           2
                                                                                                                                                                                                                   Whois Lookup
                                                                                                                                                                                                                                                            O
                           3
                                        Whois Record ( last updated on 2022-03-28 )
                           4
                                           Domain Name: keap-link005.com
                                          Domain Name: Keap-tinkees.com
Registry Domain ID: 2584404098 DOMAIN COM-VRSN
Registrar WHOIS Server: whois markmonitor.com
Registrar URL: http://www.markmonitor.com
Updated Date: 2021-01-15717:46:32+0000
Creation Date: 2021-01-12723:54:36+0000
                           5
                           6
                                           Registrar Registration Expiration Date: 2023-01-12723:54:36+0000
Registrar: MarkMonitor, Inc.
Registrar IANA ID: 292
                           7
                                           Registrar Abuse Contact Email: abusecomplaints@markmonitor.com
                           8
                                           Registrar Abuse Contact Phone: +1.2083895770
                           9
                                           Domain Status: clientOpdateProhibited (https://www.icann.org/epp#clientOpdateProhibit
                                           ed)
                                           Domain Status: clientTransferProhibited (https://www.icann.org/epp#clientTransferProh
                        10
                                           Domain Status: clientDeleteProhibited (https://www.icann.org/epp#clientDeleteProhibit
                                           pdi
                        11
                                           Registrant Organization: Keap
Registrant State/Province: Arizona
                        12
                                           Registrant Country: US
Registrant Email: Select Request Email Form at
                                           https://domains.markmonitor.com/whois/keap-link005.com
Admin Organization: Keap
                        13
                                           Admin State/Province: Arizona
                        14
                                           Admin Country; US
                                           Admin Email: Select Request Email Form at
                                          Admin Email: Select request Email rorm at https://domains.markmonitor.com/whois/keap-link005.com/ech Organization: Keap Tech State/Province: Arizona Tech Country: US Tech Email: Select Request Email Form at https://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/whois/keap-link005.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms://domains.markmonitor.com/htms:
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                                           https://domains.merkmonitor.com/whois/keap-link005.com
                        17
                                           Name Server: ns-cloud-e3 googledomains.com.
Name Server: ns-cloud-e1.googledomains.com.
                                           Name Server: ns-cloud-e3 gbogledomains.com.
Name Server: ns-cloud-e2.googledomains.com.
                        18
                                           DN5SEC: unsigned
                        19
                                           URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
                                          For more information on WHOIS status codes, please visit: https://www.icann.org/resources/pages/epp-status-codes
                        20
                        21
                                          MarkMonitor Domain Management(TM)
                                          Protecting companies and consumers in a digital world.
                        22
                                           Visit MarkMonitor at https://www.markmonitor.com
                                           Contact us at +1,8007459229
                                           In Europe, at +44.02032062220
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                 23c. keap-link001.com
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                 D DOMAINTOOLS
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             2
                                                          CONNECT -
                                                                       MONITOR +
                                                                                     SUPPORT
                                                                                                   Whois Lackup
                                                                                                                         Q
             3
                 Whois Record ( last updated on 2022-03-26)
             4
                  Domain Name: keap-link001.com
             5
                  Registry Domain ID: 2584404100 DOMAIN COM-VRSN
                  Registrar WHOIS Server: whois markmonitor.com
Registrar URL: http://www.markmonitor.com
Updated Date: 2021-01-15717:45:26+0000
Creation Date: 2021-01-12723:54:36+0000
             6
             7
                  Registrar Registration Expiration Date: 2023-01-12T23:54:36+0000
Registrar: MarkMonitor, Inc.
Registrar IANA ID: 292
            8
                  Registrar Abuse Contact Email: abusecomplaints@markmonitor.com
                  Registrar Abuse Contact Phone: +1,2083895770
            9
                  Domain Status: clientUpdateProhibited (https://www.icann.org/epp#clientUpdateProhibit
           10
                  Domain Status: clientTransferProhibited (https://www.icann.org/epp#clientTransferProh
                  ibited)
                  Domain Status: clientDeleteProbibited (https://www.icann.org/epp#clientDeleteProbibit
           11
                  ed)
                  Registrant Organization: Keap
Registrant State/Province: Arizona
Registrant Country: US
Registrant Email: Select Reguest Email Form at
           12
           13
                  https://domains.markmonitor.com/whois/keap-linkd01.com
Admin Organization: Keap
Admin State/Province: Arizona
           14
                  Admin Country: US
                  Admin Email: Select Request Email Form at
           15
                  https://domains.markmonitor.com/whois/keap-link001.com
Tech Organization: Keap
           16
                  Tech State/Province: Arizona
                  Tech Country: US
                  Tech Email: Select Request Email Form at
           17
                  https://domains.markmonitor.com/whois/keap-link001.com
                  Name Server: ns-cloud-d4.googledomains.com.
           18
                  Name Server: ns-cloud-d3.googledomains.com.
                  Name Server: ns-cloud-d2.googledomains.com.
                  Name Server: ns-cloud-dl.googledomains.com.
           19
                  DNSSEC: unsigned
                  URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
           20
                  For more information on WHOIS status codes, please visit: https://www.icann.org/resources/pages/epp-status-codes
           21
                  MarkMonitor Domain Management(TM)
           22
                  Protecting companies and consumers in a digital world.
           23
                  Visit MarkMonitor at https://www.markmonitor.com
                  Contact us at +1.8007459229
In Europe, at +44.02032062220
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                                                                       164
                                                                  COMPLAINT
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DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D
                 23d. Keap-link003.com
             1
                   O DOMAINTOOLS
             2
                                               PROFILE -
                                                           CONNECT -
                                                                         MONITOR - SUPPORT
                                                                                                    Whois Lookup
                                                                                                                         Q
             3
                   Whois Record (last updated on 2022-03-29)
             4
                    Domain Name: keap-link003.com
                    Registry Domain ID: 2584404101 DOMAIN COM:VRSN
Registrar WHOIS Server: Whois markmonitor.com
Registrar URL: http://www.markmonitor.com
             5
             6
                    Updated Date: 2021-01-14T23:22:29+0000
                    Creation Date: 2021-01-12T23:54:36+0000
Registrar Registration Expiration Date: 2023-01-12T23:54:36+0000
             7
                    Registrar: MarkMonitor, Inc.
Registrar IANA ID: 292
            . 8
                    Registrar Abuse Contact Email: abusecomplaints@markmonitor.com
                    Registrar Abuse Contact Phone: +1.2083895770
             9
                    Domain Status: clientUpdateProhibited (https://www.icann.org/epp#clientUpdateProhibit
                    ed)
                    Domain Status: clientTransferProhibited (https://www.icann.org/epp#clientTransferProh
           10
                    ibited)
                    Domain Status: clientDeleteProhibited (https://www.icann.org/epp#clientDeleteProhibit
                    ed)
           11
                    Registrant Organization: Keap
                    Registrant State/Province: Arizona
Registrant Country: US
Registrant Email: Select Reguest Email Form at
           12
                    https://domains.markmonitor.com/Whois/keap-link003.com
           13
                    Admin Organization: Keap
Admin State/Province: Arizona
Admin Country: US
Admin Email: Select Request Email Form at
           14
           15
                    https://domains.markmonitor.com/whois/keap-link003.com
                    Tech Organization: Keap
                    Tech State/Province: Arizona
Tech Country: US
Tech Email: Select Request Email Form at
https://domains.markmonitor.com/whois/keap-link663.com
           16
           17
                    Name Server: ms-cloud-d3.googledomains.com.
Name Server: ms-cloud-d2.googledomains.com.
           18
                    Name Server: ns-cloud-d4.googledomains.com.
                    Name Server: ns-cloud-di googledomains.com.
                    DNSSEC: unsigned
           19
                    URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
           20
                    For more information on WHOIS status codes, please visit:
                      https://www.icann.org/resources/pages/epp-status-codes
           21
                    MarkMonitor Domain Management(TM)
                    Protecting companies and consumers in a digital world.
            22
                    Visit NarkMonitor at https://www.markmonitor.com
                    Contact us at +1.8007459229
In Europe, at +44.02032062220
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DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D
                       23e. Elabs6.com
                 1
                         O DOMAINTOOLS
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                                                              PROFILE -
                                                                              CONNECT -
                                                                                                MONITOR -
                                                                                                                 SUPPORT
                                                                                                                                    Whois Lookup
                                                                                                                                                               Q.
                 3
                         Whois Record (last updated on 2022-03-29)
                 4
                           Domain Name: elabs6.com
                          Registry Domain ID: 197939809 DOMAIN_COM-VRSN
Registrar WHOIS Server: whois gandinet
Registrar URL: http://www.gandinet
Updated Date: 2021-07-14T19:29:122
Creation Date: 2005-08-18T15:10:05Z
                 5
                 6
                           Régistrar Régistration Expiration Date: 2022-08-18717:10:052
Régistrar: GANDI SAS
                 7
                           Registrar IANA ID: 81
                           Registrar Abuse Contact Email: abuse@supportgandinet
                 8
                           Registrar Abuse Contact Phone: +33,170377661
                           Reseller: Amazon Registrar, Inc.
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhib
                 9
               10
                           Domain Status:
                          Domain Status:
Domain Status:
Domain Status:
               11
                           Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: REDACTED FOR PRIVACY
               12
                          Registrant Name: REDACTED FOR PRIVACY
Registrant Organization: Aurea Software
Registrant Street: 63-65 boulevard Massena
Registrant City: Paris
Registrant State/Province: Paris
Registrant Postal Code: 75013
Registrant Country: FR
Registrant Phone: +33.170377666
Registrant Phone Ext:
Registrant Fax: +33.143730576
Registrant Fax: +33.143730576
Registrant Fax: +33.44730576
               13
               14
               15
               16
                           Registrant Email: 4fab1d88b890fd679beb1438efe45c90-4209521@contactgandinet
               17
                           Registry Admin ID: REDACTED FOR PRIVACY
                           Admin Name: REDACTED FOR PRIVACY
                           Admin Organization: Aurea/Software
               18
                           Admin Street: 63-65 boulevard Massena
                          Admin City: Paris
Admin State/Province: Paris
Admin Postal Code: 75013
               19
                           Admin Country: FR
Admin Phone: +33.170377666
               20
                           Admin Phone Ext:
                           Admin Fax: +33.143730576
               21
                           Admin Fax Ext:
                           Admin Email: 4fab1d88b890fd679be0f438efe45c90-4209521@contactgandinet
               22
                           Registry Tech ID: REDACTED FOR PRIVACY
                          Tech Name: REDACTED FOR PRIVACY
Tech Organization: Aurea Software
Tech Street: 63-65 boulevard Massena
               23
                          Tech City: Paris
Tech State/Province: Paris
               24
                           Tech Postal Code: 75013
               25
                          Tech Country: FR
               26
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                                                                                               166
                                                                                        COMPLAINT
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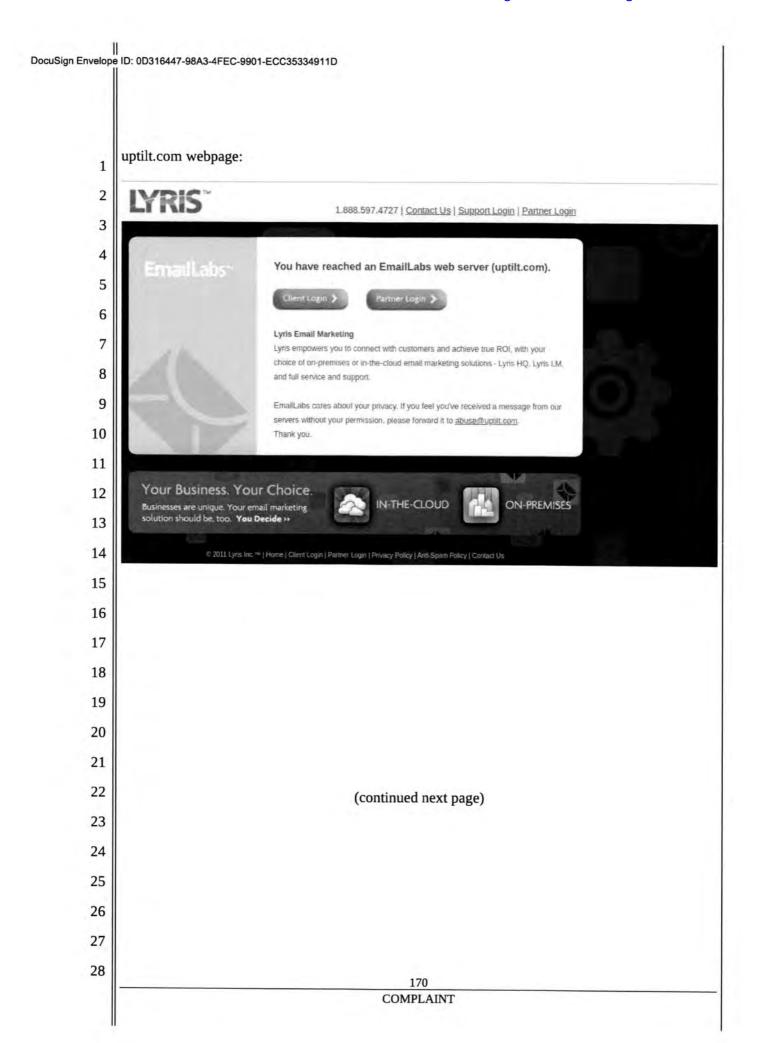
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DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D
                 23f. Uptilt.com
             1
             2
                   O DOMAINTOOLS
                                               PROFILE .
                                                           CONNECT -
                                                                         MONITOR +
                                                                                      SUPPORT
                                                                                                     Whols Lookup
                                                                                                                          Ó
            3
                  Whois Record (last updated on 2022-03-29)
             4
                   Domain Name: uptilt.com
                   Registry Domain ID: 11070489_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois:gandi.net
             5
                   Registrar URL: http://www.gandi.net
Updated Date: 2021-09-02719:30:212
             6
                    Creation Date: 1999-10-07705:30:04Z
                    Registrar Registration Expiration Date: 2022-10-07T07:30:04Z
             7
                    Registrar: GANDI SAS
                   Registrar IANA ID: 81
            8
                   Registrar Abuse Contact Email: abuse@supportgandinet
                   Registrar Abuse Contact Phone: +33.170377661
Reseller: Amazon Registrar, Inc.
            9
                   Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhib
           10
                    ited
                   Domain Status:
Domain Status:
           11
                    Domain Status:
                    Domain Status:
                   Registry Registrant ID: REDACTED FOR PRIVACY
Registrant Name: REDACTED FOR PRIVACY
           12
                    Registrant Organization: Aurea Software
           13
                   Registrant Street: 63-65 boulevard Massena
Registrant City: Paris
Registrant State/Province: Paris
           14
                   Registrant Postal Code: 75013
Registrant Country: FR
Registrant Phone: +33.170377666
           15
                    Registrant Phone Ext:
                   Registrant Fax: +33.143730576
Registrant Fax Ext:
           16
                   Registrant Email: Cea0a56bdf6ec999dB47859a9ct5076f4002323@contactgandinet
           17
                   Registry Admin ID: REDACTED FOR PRIVACY
                    Admin Name: REDACTED FOR PRIVACY
                   Admin Organization: Aurea Software
Admin Street: 63-65 boulevard Massena
Admin City: Paris
Admin State/Province: Paris
           18
           19
                    Admin Postal Code: 75013
           20
                   Admin Country: FR
                   Admin Phone: +33,170377666
                   Admin Phone Ext:
           21
                   Admin Fax: +33.143730576
                   Admin Fax Ext:
           22
                   Admin Email: cea0a56bdf6ec999d847859a9cf5076f-4002323@contact.gandingt
                   Registry Tech ID: REDACTED FOR PRIVACY
                   Tech Name: REDACTED FOR PRIVACY
           23
                   Tech Organization: Aurea Software
                   Tech Street: 63-65 boulevard Massena
           24
                   Tech City: Paris
                   Tech State/Province: Paris
                   Tech Postal Code: 75013
           25
                   Tech Country: FR
           26
           27
                 23g. EmailDir2.com: (J2 Cloud Services LLC was owned by J2 Global Inc at all times material)
           28
                                                                        167
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	•	*	
Home > Whais Loo	kup > EmailDir2.com		
Whois Record	for EmailDir2.com		
- Domain Profile	•		
Registrant	REDACTED FOR PRIVACY (DT)		*****************************
Registrant Org	J2 Cloud Services, LLC		***************************************
Registrant Country	the state of the s		

Registrar	CSC CORPORATE DOMAINS, INC. CSC Corporate Domains, Inc. IANA ID: 299 URL: www.cscprotectsbrands.com,http://cscdbs.com Whols Server: whois corporatedomains.com		
	domainabuse@cscglobal.com (p) 18887802723	-	
Registrar Status	clientTransferProhibited		
Dates	4,686 days old Created on 2009-06-18 Expires on 2022-06-18 Updated on 2021-10-26	overente de la companya de la compa	
Name Servers:	NS-1321.AWSDNS-37.ORG (has 50,433 domains) NS-1797.AWSDNS-32.CO.UK (has 233 domains) NS-389.AWSDNS-48.COM (has 1,040 domains) NS-640.AWSDNS-16.NET (has 33 domains)		од постор пуветур
Tech Contact	we will be a second of the sec	e e e e e e e e e e e e e e e e e e e	W W. A. Constant regions
IP Address	69.19.128.181 is hosted on a dedicated server		***************************************
IP Location	- California - Sacramento - Emaildirect Inc.		recentants com
ASN	AS14265 US-TELEPACIFIC, US (registered Nov 17, 1999)		-
Domain Status	Registered And No Website		
Registrar History	(3 registrars)		ne opeline po nazioni do
Hosting History - Website	7 changes on 6 unique name servers over 13 years.	·	
Website Title	None given.		·i
widdite (itte:	Istilia Biaens	•	
Whois Record (last	updated on 2022-04-17)		-
Registrar WHOI Registrar URL:	n ID: 1559659563_DOMAIN_COM-VRSN S Server: whois corporatedomains.com www.cscprotectsbrands.com		
Updated Date: 2021-1	/cscdbs.com 2021-10-26T14:53:36+00:00 .0-26		
Creation Date: 2009-	2009-06-18T18:47:51+00:00 06-18		
2022-0 Registrar: CSC	CORPORATE DOMAINS, INC.		
Spansorina Rea	rporate Domains, Inc. istrar IANA ID: 299 e Contact Email: domainabuse@cscglobal.com		•
	e Contact Phone: 18887802723\$		
client Registry Regis Registrant Nam Registrant Org	TransferProhibited trant ID: e: REDACTED FOR PRIVACY (DT) anization: J2 Cloud Services, LLC eet: 700 S. Flower St., 15th Floor		

|| DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D 24. While the Keap-associated domains do not currently have much of a website-appearance, the Aurea-associated domains uptilt.com and elabs6.com have webpages associated with Lyris Inc (owned by Aurea), as follows: elabs6.com webpage: 1.888.597.4727 | Contact Us | Support Login | Partner Login You have reached an EmailLabs web server (elabs6.com). Lyris Email Marketing Lyris empowers you to connect with customers and achieve true ROI, with your choice of on-premises or in-the-cloud email marketing solutions - Lyris HQ, Lyris LM, and full service and support. EmailLabs cares about your privacy. If you feel you've received a message from our servers without your permission, please forward it to abuse@elabs6.com Thank you. Your Business. Your Choice Businesses are unique. Your email marketing solution should be too. You Decide >> (continued next page)

> COMPLAINT



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1	
2	25. The sole J2 Global-associated domain appearing in some of the Ketosoup UCE's has a
3	webpage: link.emaildir2.com, which appears as follows:
4	← → C 🛕 Not secure link emaildir2.com
5	🕏 Picture of Secret 🙃 mans search for 🛗 No alternative te 💌 🔕 Avaaz 🙃 Post image 🔞 Eric
6 7	<i>⊗</i> campaigner°
8	Something went wrong. Perhaps we can help,
9	Campaigner® is an email service provider, and email sent from link.emaildir2.com comes from our subscribers, So we're guessing a Campaigner subscriber sent you a message with this link in it. Sorry for any trouble this caused you.
11 12	Sometimes this issue is caused by the email client that you're using or other software you have installed such as antivirus software. You could try clicking on the link again or opening the email on another device and clicking on it there. Otherwise, please contact support@campaigner.com anytime.
13 14 15	If you clicked on this link because you wanted to unsubscribe from the email, or if you would like to report it as unsolicited, please forward the original message to us at postmaster@campaigner.com, and we will handle it right away. (Please forward the entire message, including the headers, and add a short note explaining the problem.)
16 17	Campaigner is a founder and member of the Email Sender & Provider Coalition — an organization designed to combat the proliferation of spam. So we take extremely seriously the sending practices of our subscribers — and we demand that they practice permission-based email marketing.
18	Again, we apologize for any inconvenience.
19	—The Campaigner Team
20	
21	
22	© 2022 2 Global, All rights reserved. Campaigner [®] is a trademark of j2 Global, Inc. and its affiliates. <u>Privacy Policy Terms & Conditions Anti-Spam Policy</u>
23	
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}	

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26. Even the few UCE's which do not contain a domain from Keap OR Infusionsoft OR J2 Global 1 as the "main clickable link" in the UCE...such UCE's still contain one-or-more domains from Keap 2 OR Infusionsoft OR J2 Global within the UCE, and depend on such domains for the proper display 3 4 and functionality of the spam. For example, one of the UCE's has a domain attributable to John 5 Doe sender as the "main clickable link" as follows: http://clicks.nationalsurveysonline.com/c.html? 6 ufl=6&rtr=on&s=lmzp,2r932,5o9t,fmk0,edk8,9ib2,icjd&EMAIL_ADDRESS=ketosoup97@gmail. 7 com. 8 Granted this domain is attributable to John Doe, not to Keap OR Aurea OR J2 Global. 9 HOWEVER...that same UCE contains this Aurea-owned domain to load the image of the 10 advertisement. 11 12 http://www.uptilt.com/content/1009573/ten/cheapauto_insurancesavingsIO_22225_010.png 13 14 Relevance to South Dakota Cause of Action 15 SDCL 37-24-47 "Prohibited commercial e-mail advertisements" states: 16 No person may advertise in a commercial e-mail advertisement either sent from South Dakota or to 17 a South Dakota electronic mail address under any of the following circumstances: 18 The e-mail advertisement contains or is accompanied by a third-party's domain name without 19 the permission of the third party; 20 21 The e-mail advertisement contains or is accompanied by falsified, misrepresented, or forged 22 header information; 23 The e-mail advertisement has a subject line that a person knows would be likely to mislead a 24 recipient, acting reasonably under the circumstances, about a material fact regarding the contents or 25 subject matter of the message. 26 27

are used in each and every UCE without the permission of the third party. This is because:

A) All of the UCE's are alleged to have been sent through Aurea OR Keap OR J2 Global, as thoroughly discussed above in this complaint.

28. Each and every one of the Ketosoup UCE's violates 37-24-47(1): Third party's domain names

- B) Further, the use of Aurea, Keap, or J2 Global's services in the sending of these UCE's, in any way, shape, or form, is an overwhelming breach...multiple breaches...of the John Doe sender's contract with those companies, as thoroughly discussed above in this complaint. The sending of these UCE's through these platforms constitutes an overuse of those company's permission to utilize their services, as the sending of emails of this nature, under these circumstances, is strictly and expressly prohibited in extremely and abundantly clear terms.
- C) The use of Aurea OR Keap OR J2 Global's services, **including their domain names** which are contained in and material to the functioning of the UCE's, considering the point made above in B, AND considering the proof-of-ownership of the domains contained in the UCE's as demonstrated earlier in this complaint, it is clear that the "email advertisement(s) [the UCE's] contain or is accompanied by a third-party's domain name(s) [Aurea, Keap, J2 Global] without the permission of the third party [Aurea, Keap, J2 Global].
- 29. Each and every UCE [Hammer UCE's and KetoSoup UCE's] violates SDCL 37-24-47(2) for several independent reasons:
- A: For the ketosoup UCE's: The 'from domain' is one of John Doe's untraceable domains, for which the untraceable whois data is posted earlier in this complaint. Untraceable domain names alone constitute a *materially falsified header* in the 9th circuit (Greenberg V Digital Media Solutions). Considering that SDCL 37-24-41, 37-24-47, and 37-24-48 are virtually "copy and paste" from California's Spam Law (Business and Professions Code 17529.5), and California is within the 9th circuit, the CA Spam Law findings are extremely relevant to this SD Anti-Spam Law

case and should be recognized. After all, SD Anti-Spam law has very little case-law of any kind, 1 but the near-identical CA Anti-Spam Law has seen plenty of litigation. Pursuant to Greenberg V 2 Digital Media Solutions, the untraceable "from domains" constitute a materially forged header and 3 4 thus violate the non-preempted portion of state spam law...and further that ("Advertisers") are 5 strictly liable for that untraceable 'from domain' even if such untraceable domain is the work of the 6 ("Sender") / ("Initiator"). 7 B: For the Hammer UCE's, while Plaintiff does not concede that the 'from domain' is accurate or 8 traceable in these UCE's, he finds it irrelevant to complaint of the from domains in the Hammer 9 UCE's because of the 'jaw-droppingly-overwhelming' falsification of the recipients email address 10 11 in the "TO" field in all but three of the Hammer UCE's. Plaintiff warrants that all of the hammer 12 UCE's were received at thehebrewhammerjosh@gmail.com. Plaintiff further warrants that he does 13 NOT own, or have any affiliation with the email addresses "Joshua@gmail.com", 14 "Joshua@aol.com", "thehebrewhammerjosh@aol.com". However, none but three of the Hammer 15 UCE's has a header which correctly states that the UCE was sent TO 16 "thehebrewhammerjosh@gmail.com", rather the header in all but three of the Hammer UCE's state 17 that the particular UCE was sent TO [and received by] "Joshua@aol.com, Joshua@gmail.com, or 18 19 thehebrewhammerjosh@aol.com." 20 C: While Plaintiff does not insist on any particular label in the 'from line', the Hammer AND 21 ketosoup UCE's use either a generic non-identifying from line OR one of Everquotes various [to 22 best of plaintiff's knowledge and belief] "unregistered" dba's. For example, they appear [non-23 exhaustively] as "ProvideInsurance, Provide Auto, Provide*Insurance, Provide Insurance, 24 TheProtectAuto, Offers@ProvideInsurance, PROVIDEAUTO, Provide -- Insurance, [and for the 25 KetoSoup UCE's] Cheap Auto Insurance Savings, Ian atProvide, Job @ Provide Insurance, 26 27 Meredith @ Provide Insurance CheapAutoInsurance, Cheap Auto Insurance Savings, - Compare 28

Your Options!" This violates 37-24-47(2) outright because it does not identify the company 1 2 3 5 6 7 8 9 10 11 12 13 14 15 domain, and TO line, or any combination.) 16 17 18 19 20 21 22 23 24 25 26 27 28

advertising in the email (EverQuote Inc), AND it does not identify the sender of the email (John Doe Sender for Ketosoup UCE's, or various unknown senders for the Hammer UCE's). As written, the UCE's appear to have come "from" these [believed to be] unregistered dba's of EverQuote (Provide Auto, ProvideInsurance, Cheap Auto Insurance Savings, etc). It is all the more 'misleading' that these [believed to be] unregistered dba's are purported in the FROM line, as if to suggest that those unregistered entities/brands sent the emails themselves...or is an entity which can be held accountable, whereas EverQuote Inc, or EverQuote, is the true ("Advertiser") and John Doe is the true ("Sender") [at least of the ketosoup emails]. Outright misleading indeed. 30. Not a single UCE, including in the Hammer UCE's or the KetoSoup UCE's, does not have at LEAST one violation of SDCL 37-24-47, as described above, even if not directly "spelled out for a small handful of the 108 UCE's." A majority of these UCE's violate both 37-24-47(1) AND 37-24-47(2), and/or violate 37-24-47(1) in multiple ways (eg falsified/misrepresented FROM line, from \$1000 Liquidated Damages Awarded PER EMAIL in violation, not \$1000 PER VIOLATION 31. Pursuant to 37-24-48(2), "Liquidated damages of one thousand dollars for each unsolicited commercial e-mail advertisement transmitted in violation of such section, up to one million dollars per incident.", each email which violates SDCL 37-24-47(1) AND/OR SDCL 37-24-47(2) AND/OR SDCL 37-24-47(3) shall constitute an additional \$1000 awarded to the recipient. Therefore, it is irrelevant to establish which specific UCE's contain which violations under 1,2, and 3 from 37-24-47, rather that each email contains at MINIMUM one such violation upon which relief can be granted. This burden of proof has been accomplished in this complaint, overwhelmingly so, and in tremendous detail in this nearly 200 page complaint.

Plaintiff's South Dakota Spam Law Claims are Not Preempted by the CAN-SPAM Act of **2003.** 32. In contrast to what opposing counsel regularly argues to Plaintiff, South Dakota's Anti-Spam law is not preempted by the CAN-SPAM Act. SD Anti-Spam law is nearly-identical to California's Business and Professions Code 17529.5 ("CA Anti-Spam Law"), and cases under CA Anti-Spam law, on similar grounds, are routinely with merit, and often prevail. See Balsam V Trancos. In late 2021, a Federal Judge in the Southern District of Florida, in Plaintiff's own case Lapin V Apptness Media Group LLC, ruled that SD Anti-Spam law is not preempted by Federal Law, as seen from the honor's opinion: [on next page]. COMPLAINT

The Court first considers whether it may exercise federal question jurisdiction over this case. Defendant asserts that federal question jurisdiction exists because Plaintiff's single claim under the SD Anti-Spam Law, S.D. Codified Laws §§ 37-24-42 through 37-24-48, "is completely preempted" by the Controlling the Assault of Non-Solicited Pomography and Marketing Act ("the CAN-SPAM Act"), 15 U.S.C. § 203 et seq. [ECF No. 1 ¶ 6]. This Court disagrees: the CAN-SPAM Act does not completely preempt Plaintiff's state law claim because Plaintiff has no federal remedy under the CAN-SPAM Act.

The SD Anti-Spam Law, the state statute at issue in this case, provides in relevant part:

No person may advertise in a commercial e-mail advertisement either sent from South Dakota or sent to a South Dakota electronic mail address under any of the following circumstances: . . . (3) The e-mail advertisement has a subject line that a person knows would be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents or subject matter of the message.

The CAN-SPAM act has an express preemption clause that provides as follows:

This chapter supersedes any statute, regulation, or rule of State . . . that expressly regulates the use of electronic mail to send commercial messages, except to the extent that any such statute, regulation, or rule prohibits falsity or deception in any portion of a commercial electronic mail message or information attached hereto.

33. The court will note that the Federal Judge who issued this opinion analyzed the same part of SD Anti-Spam law that is material to this complaint, and which gives rise to this suit. Further, let us take a closer look at CAN-SPAM's express preemption clause:

This Act supersedes any statute, regulation, or rule of a State or political subdivision of a State that expressly regulates the use of electronic mail to send commercial messages, except to the extent that any such statute, regulation, or rule prohibits falsity or deception in any portion of a commercial electronic mail message or information attached thereto.

Throughout the complaint, claims of falsity and deception have been alleged, and any portions of emails which violate potentially-preempted parts of the section have been left out of this complaint.

The recipient email addresses (ketosoup97@gmail.com and 1 thehebrewhammerjosh@gmail.com) are "South Dakota electronic Mail Address[es]" 2 3 34. ketosoup97@gmail.com, and thehebrewhammerjosh@gmail.com, the email addresses in which 4 the UCE's were received, are email addresses that are "furnished to the Plaintiff". Plaintiff, at all 5 times material, was-and-is a legal resident of the State of South Dakota. (Paragraph 2). SDCL 37-6 7 24-41(14) defines a "South Dakota Electronic Mail Address" as follows: 8 9 "South Dakota electronic mail address" or "South Dakota e-mail address," any of the following: 10 (a) An e-mail address furnished by an electronic mail service provider that sends bills 11 for furnishing and maintaining that e-mail address to a mailing address in this state: 12 An e-mail address ordinarily accessed from a computer located in this state; or 13 (c) An e-mail address furnished to a resident of this state: 14 Therefore, ketosoup97@gmail.com + thehebrewhammerjosh@gmail.com is and was at all times 15 material, South Dakota electronic mail address[es] as defined under 37-24-41(14)(C) because [they 16 are] "An e-mail address [ketosoup97@gmail.com] + [thehebrewhammerjosh@gmail.com] 17 furnished to a resident of this state [Plaintiff Joshua Lapin]". 18 EverQuote Inc is strictly liable for UCE's it did not send 19 Since EverQuote Inc advertised in UCE's sent by John Doe sender, EverQuote is an 20 21 ("Advertiser") as defined by 37-24-41(1): 22 "Advertiser," a person or entity that advertises through the use of commercial e-mail 23 advertisements: 24 37-24-48 prescribes \$1000 liquidated damages per email in breach, for those who violate, among 25 other sections, "37-24-47": 26 37-24-47 calls out ("Advertisers") by name: [important parts bolded]: 27 28 178

1 2

37-24-47. Prohibited commercial e-mail advertisements.

3

No person may **advertise** in a commercial e-mail advertisement either sent from South Dakota or sent **to a South Dakota electronic mail address** under any of the following circumstances:

5

(1)

The e-mail advertisement contains or is accompanied by a third-party's domain name without the permission of the third party;

6 7 (2) The e-mail advertisement contains or is accompanied by falsified, misrepresented, or forged header information;

8 9 (3) The e-mail advertisement has a subject line that a person knows would be likely to mislead a recipient, acting reasonably under the circumstances, about a material fact regarding the contents or subject matter of the message.

10

Therefore, relief against ("Advertiser") EverQuote Inc can be granted for each UCE complained of.

11

John Doe is vicariously liable for UCE's it sent on behalf of EverQuote Inc

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36. John Doe is a sender or ("Initiator") of these UCE's as defined in SDCL 37-24-41(8): "Initiate," "to transmit or cause to be transmitted a commercial e-mail advertisement or assist in the transmission of a commercial e-mail advertisement by providing electronic mail addresses where the advertisement may be sent, but does not include the routine transmission of the advertisement through the network or system of a telecommunications utility or an electronic mail service provider through its network or system." Since DOE transmitted these UCE's through the use-and-abuse of the Keap, Aurea, and J2 Global's email marketing platforms. While John Doe is not considered to be an ("Advertiser"), they can still be held liable under a classic aiding and abetting theory: They sent and "caused to be transmitted" the illegal emails in which EverQuote Inc is alleged to have illegally Advertised within. "But not for" John Doe's role in causing the transmittal of these spams, the tort for the KetoSoup UCE's would not have been committed, and John Doe shall be held jointly and severally liable for the damage vis-a-vis the KetoSoup UCE's only. John Doe also chose to "register by proxy" various domains names which they use to send mass UCE, and also to leave the WHOIS data inaccurate in some cases, and "by proxy" in others, therefore "covering their

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tracks" and remaining unidentifiable. Further, John Doe is alleged to have caused the from 'names' to be sent as they appear, even though such from lines are misrepresented, inaccurate, and do not identify John Doe Sender nor EverQuote Inc and incorrectly present that the alleged unregistered dba's of EverQuote sent the spams. **Prayer For Relief** 37. Plaintiff prays that the court grant relief against Defendants for their roles in this Unsolicited Commercial Email complaint, as described throughout this complaint, by entering judgment as follows: EverQuote Inc: \$1000 statutory liquidated damages pursuant to 37-24-48(2), X 108 separate [34 Hammer AND 74 Ketosoup] UCE's = \$108,000, in addition to the reasonable costs associated with filing and maintaining this action, and for service of process, jointly and severally. John Doe Sender: \$1000 statutory liquidated damages X 74 separate [ketosoup] UCE's = \$74,000, in addition to the reasonable costs associated with filing and maintaining this action and for service of process, jointly and severally along with EverQuote Inc, for their role in aiding and abetting Defendant EverQuote Inc in committing these violations of 37-24-48(2), for the 74 KetoSoup UCE's only. Plaintiff does not sue John Doe for liability over the 34 Hammer UCE's. Jurisdiction -Personal Jurisdiction 38. This court has personal (specific) jurisdiction because:

 The plaintiff, at all times material to the complaint, is and was a resident of South Dakota with a legal residential address in Sioux Falls, South Dakota.

2) The "cause of action" occurred in the state of South Dakota. Despite the fact that plaintiff was present physically outside of the State of South Dakota at most times material, the tort action is NOT "Plaintiff receiving the spam emails", rather the tort is that "Spam emails were sent TO a South Dakota electronic mail address" as written into the cause of action:

SDCL 37-24-47 "Prohibited commercial e-mail advertisements" states:

No person may advertise in a commercial e-mail advertisement either sent from South Dakota **to a**

South Dakota electronic mail address under any of the following circumstances:

Therefore, when this court determines WHERE this cause of action occurred, it should consider that the South Dakota email address is granted its status as a South Dakota electronic mail address by way of 37–24–14(14)(C): "An e-mail address furnished to a resident of this state;" and that particular resident (Plaintiff Joshua Lapin), is a legal resident of Sioux Falls, South Dakota:

Plaintiff presents
the following
exhibits on his
own free will, and
therefore is not
violating his own
privacy rights:

1 3) Independently but in addition to the Plaintiff's residency and the location in which the tort action 2 3 occurred, South Dakota's long-arm statute, codified at 15-17-2, authorizes this court to exert personal jurisdiction over both EverQuote and John Doe: 5 § 15-7-2 reads: Any person is subject to the jurisdiction of the courts of this state as to any cause of action arising from the doing personally [EverQuote], through any employee, through an agent [John Doe] or 8 through a subsidiary, of any of the following acts: 9 [amongst other acts] 10 11 15-17-2(2) The commission of any act which results in accrual within this state of a tort action: 12 AND 13 15-17-2(14) The commission of any act, the basis of which is not inconsistent with the Constitution of this state or with the Constitution of the United States. 15 15-17-2(14) should be interpreted to mean "any reason which does not interfere with Defendants 16 due process rights." 17 Both defendants, personally [EverQuote Inc] or through an agent [John Doe] commissioned an act 18 19 which resulted within this state a tort action, as it relates to 15-17-2(2), and further...both defendants 20 committed an act for which they can reasonably expect to be hauled into a South Dakota court, as it 21 relates to 15-17-2(14). 22 - Long-Arm Jurisdiction over the Non-Resident Defendants does NOT violate their Due 23 **Process Rights** 24 39. Above, we established that South Dakota state statute authorizes specific, personal jurisdiction 25 over both defendants in this case. However, Plaintiff has come to understand that such 26 27 authorization from state statute is not the only consideration this court has to consider, specifically 28 182 **COMPLAINT**

the question of "Does exercising personal jurisdiction over non-resident defendants conform with due process?" Phrased differently, "does the exercise of personal jurisdiction over a nonresident, under the circumstances, offend "traditional notions of fair play and substantial justice." The South Dakota Supreme Court has issued a three-pronged test to address this very concern (Marschke v. Wratislaw)

First, the defendant must purposefully avail himself of the privilege of acting in the forum state, thus invoking the benefits and protections of its laws. Second, the cause of action must arise from [the] defendant's activities directed at the forum state. Finally, the acts of [the] defendant must have substantial connection with the forum state to make the exercise of jurisdiction over [the] defendant a reasonable one.

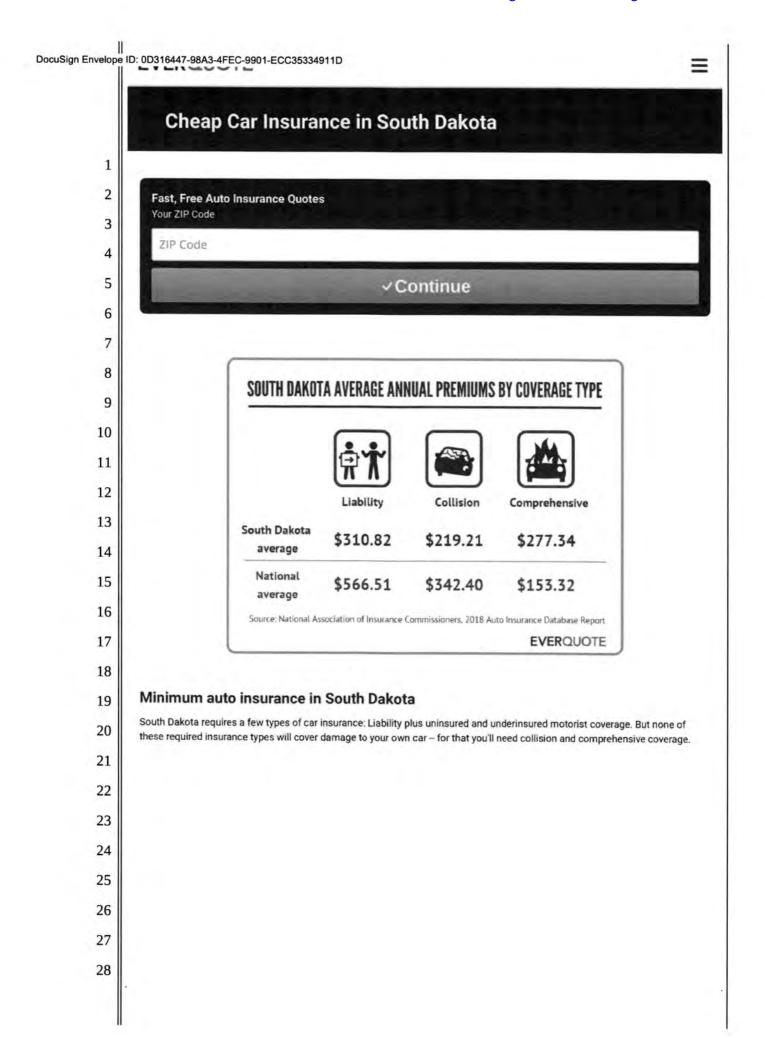
40. Let us address this three-pronged test in segments, labeled A-C:

A) The defendant must purposefully avail himself of the privilege of acting in the forum state.

The defendants have sent, or advertised within, UCE's that are all of the following:

- I) illegal under South Dakota Law [and under the cause of action] and under Federal Law
- II) 108 separate illegal UCE's, directed at a ("South Dakota Electronic Mail Address")
 - III) The Defendants were attempting to advertise their auto insurance quotes to South Dakota and in South Dakota by sending many UCE's to two different ("South Dakota Electronic Mail Address[es]"), and to a South Dakota resident, and therefore the Defendants had availed themselves to the benefits and protections of the State of South Dakota. Additionally, EverQuote actively and purposely targets South Dakota and South Dakotans to advertise the same auto quotes

which appear in all the UCE's, as shown on next page:



IV) Defendant EverQuote purposefully and intentionally advertises its Auto Insurance Quotes in South Dakota, and To South Dakota, and therefore, has availed itself to the benefits and protections of the forum. EverQuote has a webpage dedicated to Auto Insurance For South Dakotans, which contains very specific information about insurance minimums in the State of South Dakota, and South Dakota average auto [collision/liability/comprehensive] insurance and coverage. At the time of this complaint, this webpage is available at https://www.everquote.com/auto-insurance/cheapcar-insurance-south-dakota/, and defendants are on NOTICE TO PRESERVE this page exactly as it currently appears and appeared at all times material. A copy of this webpage it shown above, and also below on the next page, so that the court can see the depth and sophistication of EverQuote's relevant contacts with South Dakota and with the forum:

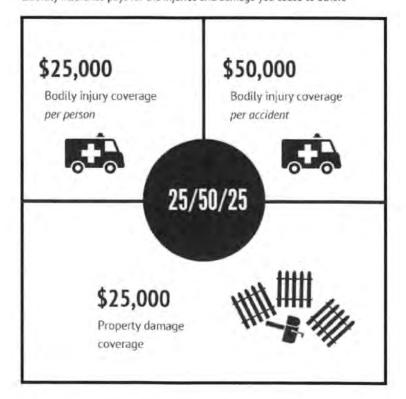
(continued next page)

COMPLAINT

SOUTH DAKOTA AUTO INSURANCE REQUIREMENTS

LIABILITY INSURANCE MINIMUMS

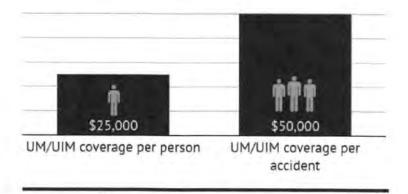
Liability insurance pays for the injuries and damage you cause to others



UNINSURED MOTORIST COVERAGE IN SOUTH DAKOTA

Pays your medical bills if you're hit by someone with no liability insurance

Uninsured Motorist (UM) and Underinsured Motorist (UIM) coverage are both required in South Dakota with minimum limits of:



EVERQUOTE

Mare car incurance choices

MOIE cai mourance choices 1 DocuSign Envelope ID: 0D316447-98A3-4FEC-9901-ECC35334911D car. You can make a MedPay claim no matter who was at fault. This includes hospital, dental and chiropractic bills. MedPay also covers you if you're a pedstrian and hit by a car. In South Dakota you must be offered MedPay, accidental death insurance and disability insurance. You can buy all or some of them. Comprehensive coverage: For damage caused by hitting an animal, flood, hail, fire, vandalism, falling objects and explosions. It also cover car theft. If you have a car loan or lease you're likely required to have it. 1 Collision coverage: For damage to your car from by hitting another car or an object such as a fence or tree. If you have a car loan or lease you're likely required to have it. 2 Rental reimbursement: Pays for a rental car if your vehicle is being repaired for damage from a car accident. 3 You must show an insurance ID card (or other proof of financial responsibility) when: 4 · Law enforcement requests it. 5 · Your vehicle is involved in a car accident. 6 Penalties for not having car insurance in South Dakota 7 Failure to maintain financial responsibility in South Dakota is a Class 2 misdemeanor (punishable by up to 30 days 8 imprisonment and/or up to a \$500 fine). Providing false evidence of financial responsibility is a Class 1 misdemeanor (punishable by up to one year imprisonment 9 and/or up to a \$1,000 fine). · Both result in a suspension of driver's license for a period of not less than 30 days and not to exceed one year. 10 Source: Property Casualty Insurers Association of America 11 Updated Sept. 3, 2019 12 More: 13 14 Homeowners insurance in South Dakota 0 15 16 Motorcycle insurance 0 17 Free auto insurance quotes 0 18 19 Fast, Free Auto Insurance Quotes Your ZIP Code 20 21 ZIP Code 22 √ Continue 23 24 25 Home For Agents 26 About us FAQ For Agents 27 Help Insurance Sales Tips 28 Contact Insurance Agent Tips

Careers



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B) The Cause of Action must arise from the defendants activities directed at the forum state: The cause of action is the advertising within UCE, [or the "causing the transmittal of" UCE] to a "South Dakota electronic Mail Address" in violation of South Dakota law. The defendants activities in South Dakota IS the commercial email solicitation, and IS the attempt to solicit South Dakotans to provide their personal contact information in exchange for an Auto Quote. Further each and every UCE advertises the very auto insurance quotes that EverQuote ACTIVELY promotes and directs towards South Dakota residents as shown on the webpage above. Therefore, the defendants activities within the form are closely related to the cause of action...arise out of the cause of action, and is essentially identical to the cause of action. C) The acts of [the] defendant must have substantial connection with the forum state to make the exercise of jurisdiction over [the] defendant a reasonable one. As it relates to the third prong, the South Dakota Supreme court in (Marschke v. Wratislaw) advised as to the third prong: "[a]n important factor bearing upon reasonableness of asserting jurisdiction is to determine if defendant's conduct and connection with the forum state are such that he would have reasonably anticipated being brought into court here." For Defendant John Doe, the answer is "Yes.". As the sender or ("Initiator") of UCE, they can reasonable anticipate being brought into a South Dakota Court because by sending unsolicited commercial email, without consent or a preexisting relationship with the recipients, AND whereas those same UCE's have characteristics deeming them to be unlawful under FEDERAL law, as well as the non-preempted portions of South Dakota law, and therefore they reasonably could (or should have) anticipated being brought into the courts of South Dakota, as well as the courts of any other state that has enacted anti-spam legislation, in which those UCE's end up. Furthermore, their close

involvement in the commission of this tort makes the exercise of jurisdiction reasonable under a

classic theory of "conspiracy theory of jurisdiction". Finally, the court should give significant "weight" to judicial efficiency, and exercise personal jurisdiction over John Doe, to avoid duplicate litigation and uncertain.... and perhaps contradictory... outcomes.

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For Defendant EverQuote, the court should consider that the UCE's constitute EverQuote's marketing attempt to solicit individuals to provide their information, including their name, email address, and address in exchange for auto quotes, that EverQuote does purposefully directs that same product/service (auto quotes towards South Dakotan state-forum, and that EverQuote is registered in the State of South Dakota to transact business. While Plaintiff concedes that registered in the state of South Dakota is not **on its own** a basis for the exercise of jurisdiction pursuant to SDCL 59-11-21, it should consider EverQuote's purposeful registration of itself in the State of South Dakota IN COMBINATION with EverQuote's activities within South Dakota / directed at South Dakota, AND with the relevance of those activities with the cause of action.

41. Finally, the "exercise of jurisdiction over [the] defendant," is even more reasonable, and even less burdensome, than in years past...as Virtual/Zoom/Telephonic Court is now available, and with leave of the court, most (likely all) physical in-person appearances, hearings, and even depositions, can be conducted virtually or telephonically. As plaintiff travels full-time, and is in a different country every 30 days, and started writing this complaint in The Phillipines and is finishing it now in Bali, Indonesia, he intends to request such leave, and would encourage the Massachusetts defendant (EverQuote) and John Doe to request the same if it would lessen the burden on them. Thus, in post-pandemic America, it has never been easier, more cost effective, convenient, or less burdensome, to be hauled into an out-of-state court.

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In The Event Of Lack Of Personal Jurisdiction, Dismissal Should Be Without Prejudice

42. While the Plaintiff believes strongly that the defendants can and should answer for their South Dakota tort actions in a South Dakota court, and that the practice of long-arm jurisdiction over the defendants is fair, legal, ethical, and complies with due process...in the even this court dismisses this action due to lack of personal jurisdiction over the non-resident defendants, such a dismissal should be one "without prejudice", as such a dismissal would not be a merits determination, and as such, the plaintiff should not be barred from re-filing this suit in Defendants home forum in Massachusetts, or in John Doe's unknown forum.

In The Event Of Lack Of Personal Jurisdiction, This Court Should Transfer to District of Massachusetts Instead of Dismissing the Action

43. With respect to the Plaintiff's substantial and sufficient argument that this court has personal jurisdiction over EverQuote AND John Doe, if this court finds otherwise, justice would best be served by transferring this action to the District of Massachusetts, where Defendant EverQuote is principled [specifically in Cambridge, MA]. As such, the District of Massachusetts, Eastern Division (Boston) has general jurisdiction over EverQuote Inc, and this action "might have been brought" there, and therefore such a transfer would be appropriate and warranted pursuant to 28 U.S. Code § 1404(a).

Subject Matter Jurisdiction

44. This court has subject matter jurisdiction because the sole cause of action arises from South Dakota Law, the amount in controversy \$75,000, none of the plaintiffs are citizens of the same state as any of the non-DOE defendants, and thus this court may hear matter sitting in diversity.

Venue 45. As Plaintiff's residency is in Sioux Falls, South Dakota grants him the private right of action, and EverQuote maintains no office within the state of South Dakota, and the address of EverQuote's registered agent within the forum in Pierre, SD shall have no bearing on venue pursuant to 59-11-21...the venue for the District of South Dakota nearest Plaintiff's residency in Minnehaha County is appropriate, and thus we are here in the District of South Dakota in its Sioux Falls location. Pro-Se Plaintiff, 4/18/2022

COMPLAINT

DocuSign Envelope ID: 8D31ECF1-5FA7-408D-B482-898190E5BB69
JS 44 (Rev. 04/21) CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS		DEFENDANTS EverQuote Inc John Doe Sender									
(b) County of Residence of First Listed Plaintiff Minnehaha				County of Paridages of Piret Listed D. Co. 1							
(EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.							
(c) Attorneys (Firm Name,		Attomeys (If Known)									
Joshua Lapin, Pro		ery		Attorneys (1) K	nowny						
401 E 8th St STE Sioux Falls SD 57	214 PMB 7452										
II. BASIS OF JURISD	ICTION (Place an "X" in	One Box Only)				NCIPA	L PARTIES				
1 U.S. Government 3 Federal Question Plaintiff (U.S. Government Not a Party)			(For Diversity Cases Only) P Citizen of This State			TF DEF 1 Incorporated or Principal Place of Business In This State			PTF 4	DEF 4	
2 U.S. Government x 4 Diversity Defendant (Indicate Citizenship of Parties in Item III)			Citizen of Another State			2	Incorporated and I of Business In A			X 5	
				Subject of a Country	<u></u> 3	□ 3	Foreign Nation		□ 6	□6	
IV. NATURE OF SUIT			1	PROFILE TO PROFILE			for: Nature of S				
110 Insurance	PERSONAL INJURY	PERSONAL INJUR		Related Seizur					STATUT		
120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgmen 151 Medicare Act	310 Airplane 315 Airplane Product Liab Liability 367 Health Care/ 320 Assault, Libel & Pharmaceutic		of	25 Drug Related Seizure of Property 21 USC 881 90 Other		422 Appeal 28 USC 158 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS 820 Copyrights		375 False Claims Act 376 Qui Tam (31 USC 3729(a)) 400 State Reapportionment 410 Antitrust 430 Banks and Banking			
152 Recovery of Defaulted Student Loans (Excludes Veterans)	2 Recovery of Defaulted Liability 368 Asbestos Personal Student Loans 340 Marine Injury Product Liability Liability Injury Product Liability					830 Patent 835 Patent - Abbreviated New Drug Application 840 Trademark 880 Defend Trade Secrets Act of 2016		450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit (15 USC 1681 or 1692) 485 Telephone Consumer			
of Veteran's Benefits 160 Stockholders' Suits	of Veteran's Benefits 350 Motor Vehicle 370 Other Fraud 371 Truth in Lending			710 Fair Labor Standards							
190 Other Contract 195 Contract Product Liability 196 Franchise	Product Liability 380 Other Person 360 Other Personal Property Dat Injury 385 Property Dat 362 Personal Injury - Product Liab Medical Malpractice		740 Rai 751 Far	20 Labor/Management Relations 40 Railway Labor Act 51 Family and Medical Leave Act		861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI		Protection Act 490 Cable/Sat TV 850 Securities/Commodities/ Exchange			
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITION		ave Act her Labor Litigati	ion		(405(g))	* 890 Other :			
210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability	440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations	Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General	791 Employee Retirement Income Security Act			FEDERAL TAX SUITS 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609		893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes			
290 All Other Real Property	445 Amer. w/Disabilities Employment 446 Amer. w/Disabilities Other 448 Education	- 535 Death Penalty Other: 540 Mandamus & Oth 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement	462 Nat 465 Ott	462 Naturalization Application 465 Other Immigration Actions							
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VI. CAUSE OF ACTIO	ON SDCL 37-24-4. Brief description of c				-			ial resi			
VII. REQUESTED IN COMPLAINT:	prom	IS A CLASS ACTION	7		J. 011	С	HECK YES only URY DEMAND:	if demanded in		nt:	
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE		À.,		DOCK	ET NUMBER				
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